KIPP Delta Public Schools Requests For Proposals  
2020-21 School Year

Project: KIPP Delta Public Schools (KDPS) is soliciting requests for proposals (RFP) from vendors interested in providing special education and/or related services (speech/language, occupational, and/or physical therapy) outlined below to our students, as legally mandated by their Individualized Education Program (IEP) for the 2020-21 school year, with an option to renew for the 21-22 school year. The schedule for services needed is listed under the Description of Requested Services and/or Goods on page five of this RFP. Proposals may be received for individual services or a combination of services. However, the ideal candidate would be able to provide a combination of all three services requested.

KIPP Delta Public Schools is seeking proposals from both private and public non-profit entities and for-profit organizations, agencies, hospitals, clinics and other interested entities duly registered to conduct business within the State of Arkansas. Those students who will receive educational related services attend KIPP Delta Public Schools located within a Region consisting of five schools in two cities covering a 150-mile radius, with students ranging in age from 5 – 21 years.

The KIPP Delta Public Schools in need of educational related services are listed below:

KIPP Delta Elementary Literacy Academy  
1020 Plaza Street  
Helena-West Helena, AR 72390

KIPP Delta College Preparatory School  
514 Missouri Street  
Helena-West Helena, AR 72342

KIPP Delta Collegiate High School  
320 Missouri Street  
Helena-West Helena, AR 72342

KIPP Blytheville College Preparatory School  
1124 Moultrie Drive  
Blytheville, AR 72315

KIPP Blytheville Collegiate High School  
1200 Byrum Road  
Blytheville, AR 72315

Release Date: June 3, 2020  
Bid/Proposals Due Date: June 24, 2020 by 5:00 P.M CT
Contact Persons:

(1) Linda Brown
EMAIL: LINDA.BROWN@KIPPDELTA.ORG
PHONE: 870-714-9398
MAIL: PO BOX 743, HELENA, AR 72342

(2) AMY CHARPENTIER
EMAIL: AMY.CHARPENTIER@KIPPDELTA.ORG
PHONE: 870-714-0042
MAIL: PO BOX 743, HELENA, AR 72342

(3) SARA GUILLIAM
EMAIL: SARA.GUILLIAM@KIPPDELTA.ORG
PHONE: 870-714-0676
MAIL: PO BOX 743, HELENA, AR 72342

(4) CARISSA GODWIN HOLSTED
EMAIL: CARISSA.HOLSTED@KIPPDELTA.ORG
PHONE: 870-714-9635
MAIL: PO BOX 743, HELENA, AR 72342

(5) RAVEN ADAMS
EMAIL: RAVEN.ADAMS@KIPPDELTA.ORG
PHONE: (870)714-0087
MAIL: PO BOX 743, HELENA, AR, 72342

Table of Contents
Section 1 – Project Overview and Submission Instructions .......................................................... 3
Section 2 – Overview of KIPP Delta & Key Program Information ................................................ 4
Section 3 – Proposal Requirements .................................................................................................. 4
Section 4 - Scope of Work.................................................................................................................. 4
Section 6 – Conditions of Solicitation ...........................................................................................10
Section 7 – Bidding Protest Procedures............................................................................................11
Section 8 – Proposal Transmittal Form ............................................................................................13
Section 9 – Vendor Profile .............................................................................................................14
Section 10 – Assurances and Disclosures .......................................................................................15
Section 11 – Certifications .............................................................................................................18
Section 12 – Bid Sheet .....................................................................................................................21
Appendix – KIPP Delta Vision of Excellent Literacy Instruction.......... Error! Bookmark not defined.
Section 1 – Project Overview and Submission Instructions

Overview:

KIPP Delta is soliciting proposals from qualified Speech, Occupational and Physical Therapists interested in providing speech, occupational and physical therapy services.

KIPP Delta Public Schools reserves the right to select, re-advertise and/or reject any proposal for any reason including apparent conflicts of interest.

Submission Instructions:

Interested bidders should read this package thoroughly and provide:

- completed proposal;
- signed copies of sections 8 through 12; and
- copy of w-9.

Solicitation response must be received by no later than 5:00 PM, June 24, 2020. One electronic copy must be submitted to Linda.Brown@KIPPdelta.org. Paper responses should be submitted to the attention of LINDA BROWN, Regional Director of Special Education at PO Box 743, Helena-West Helena, AR 72342.

Reservations and Proprietary Information

Bids/proposals do not commit KIPP Delta to pay any cost incurred in the preparation thereof. Further, KIPP Delta reserves the right to accept or reject any or all bids/proposals or any part of a bid/proposal. All bid/proposal information, applications, briefs, sales brochures, etc., will become the property of KIPP Delta when submitted in response to this IFP. All bid/proposal documents submitted by the bidder shall be available for inspection after the bid/proposal opening, at the appropriate time. **Bidder should carefully mark each page that is considered proprietary so that it can clearly be identified as such.**

Clarifications

Any interpretation or correction of the bid/proposal documents/specifications will be made only by addendum and will be e-mailed or delivered to each prospective bidder of record. KIPP Delta will not be responsible for any oral explanations, assumptions, or interpretations of a bid/proposal at any point. All questions concerning a bid/proposal must be emailed to Valerie James, Valerie.James@KIPPDelta.ORG. All bids and proposals shall be for public opening. Bids and proposals shall not be subject to public review until after the evaluation has been completed.
Founded in 2002, KIPP Delta Public Schools aspires to lead high-performing, college-preparatory schools in the Arkansas Delta where students discover and pursue their passions. We provide a rigorous and aligned Pre-K-12 program built upon college-ready academic standards, effective instructional practices, and meaningful curricula and assessments. As a growing network of free, open-enrollment, public charter schools, KIPP Delta serves approximately 1,300 students across five schools in Helena and Blytheville, Arkansas. Rooted in an assets-based approach to teaching, leading, and coaching, KIPP Delta Public Schools is poised to transform lives and uplift the communities it is serving. KIPP Delta has four core values: Humility, High Expectations, Beyond Z, and Love and Care. Our work is rooted in these values.

**Impact:** With a mission to empower students from underserved communities to pursue a college education, 99% of our high school graduates have been accepted to college and 75% have graduated or are persisting in college. Our founding class is on track to quadruple the six-year graduation rate for educationally under-served students, which is just ten percent nationally. Our 2019 graduating classes earned $10 million in college scholarships.

**Academic Vision:** KIPP Delta welcomes all teaching candidates who strive to balance high expectations with a genuine love for our students, families, staff, and resources. We do this by challenging students, acknowledging their hard work and achievements, and never underestimating their intellect or desire to learn. We seek to create a joyous struggle in all students by planning rigorous lessons while differentiating to meet students’ needs. We know our job has been done well when our students leave our classrooms exhilarated and craving more. We acknowledge this work is hard, and we provide each other with the support and respect needed to fuel this very important effort.

For more information about the organization please visit [www.KIPPDelta.org](http://www.KIPPDelta.org).

---

**Section 3 – Proposal Requirements**

**Firm Information**
Provide agency’s or individual’s name, address, website, and telephone number. Include name, title, and an email address of the individual who will serve as the agency’s primary contact. Include a brief description and history of your firm.

**Services Approach**
Please explain your service approach, style and process. In your explanation, describe specific methods, which will be used by contracted therapists to implement related services in educational settings. Discuss the application of evidence-based practices and describe specific strategies for:

- Environmentally based functional assessments within the classroom setting (including information regarding assistive technology and/or augmentative communication);
- Collaboration with instructional staff and other disciplines within the planning and implementation of services; and
• Therapeutic intervention for supporting educational goals and objectives (including information regarding assistive technology and/or augmentative communication). Please explain your approach, style, and process.

Therapists must be clinically and culturally competent and responsive, with training and experience necessary to manage complex cases. Therefore, please also describe your procedures/mechanisms for the provision of:
• Professional development;
• Contract management and complaint resolution.
• Performance review of contracted therapists; and
• Supervision of Physical Therapy Assistants (PTA) and Certified Occupational Therapy Assistants (COTA).

Provide biographies of key staff
Please include resumes or summary of experience for all key staff.

Experience
• Proposals should include copies of therapists’ licenses/certifications and the organization’s licensure status (if appropriate), evidencing that the organization and all therapists are legally credentialed to provide the requested services in the State of Arkansas.
• Please attach resumes for all therapists’ who will be providing services and one personal letter of recommendation for each from a family member of a child provided services within the last year.
• Please also provide no more than three, current references for your firm, please include name, email address, and phone number of each reference.
• Provide proof of current malpractice insurance.

Service Timeline
Proposals should include the information on proposed service timelines for tasks described in the scope of work section

Cost
Proposals must include the estimated cost for all work related to tasks and deliverables outlined in the schedule/timeline, including variations in price for assessments, if any.
Section 4 - Scope of Work

Description of Requested Services

As part of an interdisciplinary team, all contracted therapists are expected to:

- Conduct evaluative assessments to determine student needs, develop goals, objectives, and classroom accommodations/modifications based on those areas of need.
- Develop treatment plans, interventions and/or educational materials based on IEP goals for the purpose of remediating students’ skill deficits and ensuring compliance with regulatory requirements.
- Provide services at multiple work sites for the purpose of providing direct therapy interventions for each area of skill development as it relates to student participation and performance with respect to classroom routines and additional assistance as required.
- Prepare a wide variety of written materials (e.g. activity logs, correspondence, memos, treatment plans, evaluations, reports, annual review summaries, IEPs, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Participate in meetings (e.g. training, workshops, seminars, IEP conferences, team meetings, etc.), as required, for the purpose of conveying and/or gathering information.
- Maintain files and/or records (e.g. progress reports, activity logs, treatment plans, etc.) for the purpose of ensuring the availability of information as required for reference and/or compliance.
- Collaborate with groups and/or individuals (e.g. parents, teachers, physicians, administration, team members, other professionals, etc.) for the purpose educational planning/programming, communicating information, resolving issues, and providing services in compliance with established guidelines.
- Consult with teachers, parents, other personnel, and/or other professionals for the purpose of providing requested information, developing plans for services, making recommendation, and/or coordinating speech/occupational therapy services with those of other disciplines.
- Develop adaptations and/or implement the use of equipment/assistive technology to encourage student participation in activities, increase development of functional skills, and provide training to and support to staff and parents in order to implement related services recommendations.
- In the event of continued school disruptions, provide virtual or in-person services, as it is safe, to meet the goals outlined in students’ IEPs.
- Complete paperwork in compliance with therapy service requirements for the Developmental Disability Service/Medicaid requirements.
- Maintain confidentiality concerning information related to participants and the School.

All services delivered by a contracted therapist will adhere to approved curriculum standards and will be provided in an integrated, collaborative manner, both within the classroom and therapy room environments.
All services delivered by a contracted therapist will be recorded in the individual student records. The contracted therapist(s) for all eligible students must also maintain therapy logs accessible to a student’s assigned teacher, the school leader, the Head of Schools, Chief Academic Officer, and Special Education Director. Additional time for routine professional documentation is not included in the therapy hours assigned for pupil services. It is the therapists’ responsibility to complete therapy logs outside of the service hours to students.

*Sites Requiring Educational Related Services KIPP School Service Type

<table>
<thead>
<tr>
<th>KIPP School</th>
<th>Service Type</th>
<th># Hours/Week Offered**</th>
<th># Hours/Week Accepted***</th>
<th>Vendor Rate/ Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELA Helena</td>
<td>Speech</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupational</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DCPS Helena</td>
<td>Speech</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupational</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DCH Helena</td>
<td>Speech</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupational</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BCPS Blytheville</td>
<td>Speech</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupational</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KBC Blytheville</td>
<td>Speech</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occupational</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physical</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Please include a copy of this chart as an attachment with your proposal indicating the rate per hour for the services requested. **This is the approximate number of therapy hours that are needed to be scheduled during the week. ***This is the approximate number of therapy hours that the bidder commits to providing during the week.

All services will be provided within established Regional timelines. As part of managing the delivery of related services, the Regional Director of Special Education Services will provide the contracted provider with a copy of the caseload assignment, schedule of service delivery, and a copy of the school calendar.

The Regional Director of Special Education will approve the distribution of therapy hours during the week. Therapists will be required to be at the facility between the hours of 8:30AM and 3:30PM. Therapists will be compensated for no more than six hours per day unless otherwise approved by the Chief Academic Officer.
Educational Programs operate at least 180 days per year plus extended school year services. The allocation of therapy hours shall be delivered in a collaborative manner, in accordance with students’ IEPs and the school calendar.

A therapist’s responsibilities will be carried out during contracted hours and on program sites. Providers must give prior notice to the Regional Director of Special Education Services of absences, planned or unexpected. All providers must supply approved substitute therapists during an absence (e.g. vacation, sick days, emergency and maternity leaves, etc.). Non-contact/professional development days, holidays, center closings, and transportation cancellation days will not be reimbursed by KIPP Delta and cannot be rescheduled. In addition, lunch breaks and mileage to and from sites will not be reimbursed.

Therapy hours, which are not provided due to student absence, shall not be rescheduled and shall not accrue. In the event of a therapist’s absence, therapy hours shall be rescheduled with the approval of the Regional Director of Special Education Services.

Since there may be changes in enrollment and/or students’ therapy needs as specified in their IEPs between the time that the RFP is issued and the time that the contracts are awarded, modifications in the number of contracted hours may be made. Furthermore, during the term of the contract, if changes occur in enrollment and/or in students’ therapy needs as specified in their IEPs, modifications in the number of hours, contracted hours may have to be made. Since the level of service is tied to student enrollment and student needs as outlined in IEPs, there is no guarantee regarding the number of service hours and some fluctuation in service hours is to be expected during the contract period.

Section 5 – Evaluation Criteria and Timeline

**Timeline**

- RFP Issuance or Release Date: **June 3, 2020**
- Final Day to Submit Questions: **June 23, 2020**
- Bids/Proposals Due: **June 24, 2020, 5 PM**
- Award Announced: **June 29, 2020**
- Protest Period: **July 6, 2020**
Evaluation Criteria
No proposals will be accepted from organizations without proof that evaluators have cleared employability/background checks. Total cost of scope and quality of materials will be considered during review and award of the contract. Proposals submitted to KIPP Delta Public Schools will be reviewed by the Chief Academic Officer, Director of Finance, Literacy Director, Academic Specialist, and Interim Executive Director. Proposals will be evaluated on the criteria identified below.

<table>
<thead>
<tr>
<th>Factors</th>
<th>Description</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>Price of services</td>
<td>10</td>
</tr>
<tr>
<td>Completeness</td>
<td>Quality and completeness of the submitted proposal</td>
<td>10</td>
</tr>
<tr>
<td>Experience</td>
<td>Experience of staff assigned to the project and quality of references to meet the demands of the proposal, including familiarity with the work of KIPP Delta Public Schools</td>
<td>40</td>
</tr>
<tr>
<td>Approach</td>
<td>Quality of work, including evidence-based practices and strategies for implementing functional assessments, collaborating with instructional staff, and supporting educational goals and objectives, in addition to procedures for providing professional development, contract management/complaint resolution, performance review, and supervision of assistants</td>
<td>30</td>
</tr>
<tr>
<td>Timeline</td>
<td>Ability to create and meet timelines for proposed services</td>
<td>10</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

Response to Solicitation
Upon acceptance of all bids/proposals, KDPS will review, score, and select a vendor. KDPS will respond to all vendors in writing with a decision after all proposals are reviewed and scored.
Section 6 – Conditions of Solicitation

KDPS reserves the right, in its sole discretion:
1. to amend the solicitation;
2. to extend the deadline for submitting proposals;
3. to decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. to waive any minor irregularity, informality, or nonconformance with this solicitation; and
5. to obtain or provide references to other public agencies, upon request, regarding the bidders contract performance; and
6. Any time prior to the contract execution (including after announcement of the apparent awardee) to reject any proposal that fails to substantially comply with all prescribed solicitation requirements and procedures.

The release of this solicitation does not constitute an acceptance of any offer, nor does such release in any way obligate KDPS to execute a contract with any other party. The bidder shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the solicitation shall be in writing.

2. KDPS will not be liable for any costs associated with the preparation of proposals.

3. KDPS reserves the right to accept any proposal as submitted without substantive negotiation of offered terms, services, or prices. Therefore, all applicants are advised to propose their most favorable terms initially. Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for the bid for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements, but proposals may be accepted without such discussions.

4. Applicants may designate those portions of the proposal which contain trade secrets or other proprietary data.

5. KDPS reserves the right to cancel this solicitation in writing when it is determined to be in the best interest of KDPS.

6. Any proposal or modification of a proposal received after the due date and time is considered late and will not be considered for acceptance unless the receipt is delayed by the action or inaction KDPS personnel directly or is in response to a negotiation of the bid.

7. The applicant represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth by the Arkansas Department of Finance and Administration Rules and Regulations.

8. The applicant shall perform all services as an independent contractor and shall at no time act as an agent or employee of KDPS. No act performed or representation made, whether oral or written, by the applicant to third parties shall be binding to KDPS.
9. The selected bidder “Vendor” agrees to defend, indemnify and hold KIPP Delta, Inc. harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Vendor’s arising out of or related to the performance of the construction Contract. Each Contractor is acting in the capacity of an independent Vendor with respect to KDPS. The Vendor further agrees to protect, defend and indemnify KDPS from any claims by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with the Contract.

10. The selected vendor must protect all property of KDPS (i.e. floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by vendor at his/her own expense. At the completion of work, the vendor must remove from the premises all surplus materials and all debris created. The premises must be left in a broom clean and finished condition acceptable to KDPS.

Confidentiality Information:

Bidders are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and may be viewed and copied by any member of the public, including news agencies and competitors. Bidders claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in a sealed envelope(s) clearly marked “Confidential” and must indicate on the outside of their proposal package that confidential materials are included. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

Section 7 – Bidding Protest Procedures

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract by KDPS may protest to the Executive Director in accordance with procedures established by the Board of Directors.

KIPP Delta’s protest procedures are as follows:

1. The Executive Director has authority from the Board of Directors to settle and resolve a protest of an aggrieved person concerning the solicitation or award of a contract;

2. Any person aggrieved by KIPP Delta’s solicitation or award of a contract shall submit such a protest in writing within seven (7) calendar days after the aggrieved person knows or should have known of the facts given rise to the protest;

3. The Executive Director shall give written notice to all persons involved and give those persons an opportunity to respond to the protest issues in writing;
(4) The Executive Director shall issue a written decision to all interested parties concerning the protest. The decision must state the reasons for the action taken;

(5) The Executive Director shall promptly notify, in writing, the aggrieved party and any other affected party of the impact of the protest on continuing with the solicitation or award of the KIPP Delta contract pending the resolution of the protest;

(6) The Executive Director’s written decision shall address the award of costs with regard to successful protests; and

(7) A decision on a protest under these procedures shall be final and conclusive.
KIPP Delta Public Schools
Project: Special Education and Related Services

Company name:

Company address:

Primary contact:

Email address:

Phone number:

By my signature below, I hereby represent that I am (a) authorized to bind the applicant to the provisions of the attached Bid/Proposal; (b) qualified to do business and is in good standing in the state of Arkansas; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) that notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

The undersigned offers and agrees to provide the specified services in accordance with the provisions set forth in the solicitation. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation, Scope of Work, and Standard Contract Terms and Conditions. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

________________________________________
Printed Name and Title

________________________________________  __________________________
Signature                                      Date

Proposal Due Date: 5:00 PM, June 24, 2020 Central Daylight Time
Hard copies of bid must be provided by mail.
EMAIL: Linda.Brown@KIPPdelta.org
PHONE: 870-714-9398
MAIL: PO Box 743 / Helena, AR. 72342
Section 9 – Vendor Profile

Legal Business Name or Entity: ______________________________________________________

Doing Business as: _________________________________________________________________

Nature of Business: ________________________________________________________________

Number of years in operation: ______________________________

Veteran owned business? Yes/No

Small-business? Yes/No

Woman-owned business? Yes/No

Minority-owned business? Yes/No

______________________________________________________

Printed Name and Title

__________________________________________________________

Signature                                             Date
The winning bidder will also be required to complete forms associated with the Governor’s Executive Order 98-04 before the award of a contract. Information on Governor’s Executive Order 98-04 can be found on the following website:
http://www.dfa.arkansas.gov/offices/accounting/internalaudit/Pages/ExecutiveOrder98-04.aspx

Failure to make any disclosures required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this grant. Any applicant who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal sanctions available to the ADE.

I, ____________________________________________________ hereby state:

1. I am the duly authorized agent of ________________________________, the Bidder/Vendor submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between Proposers and Region officials, as well as facts pertaining to the giving or offering of things of value to Region personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

3. I understand that per Section 6.19.2 and Ark. Code Ann 6-23-503(b)(2), that: “No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state of Arkansas or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state of Arkansas or its political subdivisions.”

4. Neither the Bidder nor anyone subject to the Bidder’s direction or control has been a party:
   a. To any collusion among Proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
   b. To any collusion with any Region official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
   c. In any discussions between Proposers and any Region official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

5. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the Region.

Certification and Violations Disclosure -

1. Is the company or any employees who will be working on this contract presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids
or proposals by any federal, state or local entity, department or agency? ________ Yes
_________No

2. Has the company in the last five years ever been found in violation of the Equal Opportunity Clause? 
_________Yes  ___________No

3. Has the company or any of its employees within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property? ___ Yes  ____No

4. Is the company or any of its employees presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item 2 of this disclosure? _____ Yes  ______No

5. Has the company or any of its employees, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract? _______Yes  _________No

6. Does the company or any of its employees have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract? _______Yes  _________No

7. Has the company or any of its employees within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance? _______Yes  _________No

(If the answer is yes to any of the above questions, provide details in a separate attachment to this form.)

Conflict of Interest Disclosure:
1. Does any school board member or employee of the Region have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management?_____ Yes  _______No

2. Does any school board member or employee of the Region have a family relationship with anyone employed by your business? _______Yes  _______No

(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)

3. Did you or your company assist the Region or any agent of the Region with the development of the bid specifications? _______Yes  _________No

If yes:
   a. Were you or your company compensated? _______Yes  _______No
b. Is your company’s name or identity included anywhere within the specifications?
   _____Yes _____No

c. Were you offered any preferential treatment in the bid evaluation process?
   _____Yes _____No
Section 11 – Certifications

Suspension and Debarment Certification
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

_______________________________________
Vendor Name

___________________________________________________________________________
Name(s) and Titles of Authorized Representative(s)

_______________________________________  ______________________________
Signatures                        Date
INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntarily Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

____________________________________________________________________________
Name(s) and Titles of Authorized Representative(s)

_______________________________________
Signatures

_______________________________________
Date
Section 12 – Bid Sheet

Name of Vendor: __________________________________________________

This document contains a bid solicitation for support in implementation of Core Knowledge Language Arts.

<table>
<thead>
<tr>
<th>Project(s)</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education &amp; Related Services</td>
<td></td>
</tr>
</tbody>
</table>

Bids must remain valid for thirty days. All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to KIPP Delta above the fixed price cost. Applicable taxes will be applied to the winning bidder’s fixed cost bid price(s).

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations and in accordance to the terms and conditions of this IFB.

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/contract.

__________________________________________
Signature of Vendor Representative     Date

ACCEPTANCE OF PROPOSAL

KIPP Delta is accepting the following bid price:

__________________________________________
Date                  Signature of KDPS Representative        Title
_________________________________________________________________

__________________________________________
Date                  Signature of KDPS Representative        Title
_________________________________________________________________

__________________________________________
Date                  Signature of KDPS Representative        Title