

KIPP Delta Public Schools Requests for Proposals

Project: *KIPP Delta Public Schools (KDPS) is soliciting requests for proposals (RFP) regarding touchless faucets and automatic flush toilets/urinals for six locations. All individual bids for the touchless faucets and automatic flush toilet/urinals will be considered. Bids must be submitted by 5:00 PM on February 13, 2023, in person at the finance office located on 320 Missouri Street, Helena, AR 72342 or mailed to the attention of Linda Murdock, PO Box 743, Helena, AR 72342.*

Release Date: February 6, 2023
Proposals Due Date: February 13, 2023
Award Date: February 15, 2023

Contact Persons:

- (1) LINDA MURDOCK
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PHONE: 870-714-5074
OFFICE: 320 MISSOURI STREET, HELENA, AR 72342
MAIL: P.O. Box 743, HELENA, AR 72342

- (2) MEGAN STITZINGER
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- (3) Aaliyah Johnson
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MAIL: P.O. Box 743, Helena, AR 72342

- (5) KEVIN MARTIN
EMAIL: KEVIN.MARTIN@KIPPELTA.ORG
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Section 1 – Project Overview and Submission Instructions

Overview:

KIPP Delta Public Schools (KDPS) is soliciting requests for proposals (RFP) to install touchless sink faucets and automatic flush toilets/urinal at seven school locations.

School Locations:

Building Location	Toilets	Urinals	Sink Faucets	Showers
(DCH)215 Cherry Street Helena, AR 72342	20	4	18	0
(DCPS) 514 Missouri Street, Helena, AR 72342	18	0	19	0
(DEPOT) 210 Cherry Street, Helena, Ar 72342	9	2	8	0
(GYM) 505 Pecan Street, Helena, AR, 72342	15	5	14	8
(BCPS) 1124 Moultrie, Blytheville, AR 72315	27	12	28	0
(ELA) 1020 Plaza St., Helena, AR 72396	34	35	5	0
TOTAL	123	58	92	8

Submission Instructions:

Interested bidders should read this package thoroughly and provide:

- the evidence requested in Section 3 to determine if the bidder is qualified;
- signed copies of sections 8 through 12; and
- Copy of w-9.

Tour:

- Anyone wishing to tour the buildings needs to contact Linda Murdock at 870-714-5074 to set an appointment.

Solicitation response must be received by no later than **5:00 PM, February 13, 2023**. Bids can be provided in person or by mail.

- In-person delivery: regional finance office located on 320 Missouri Street, Helena, AR 72342. Place in sealed envelope attention: Linda Murdock, Water Conservation Bid
- Mail delivery: attention Linda Murdock, Water Conservation Bid, PO Box 743, 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 RFP. 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 Linda Murdock, linda.murdock@kipdelta.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.

Section 2 – Overview of KIPP Delta & Key Program Information

Founded in 2002, KDPS 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 over 1,300 students across five schools in Helena, and Blytheville, Arkansas. Rooted in an assets-based approach to teaching, leading, and coaching, KDPS is poised to transform lives and uplift the communities it is serving. KIPP Delta has four core values: Humility, High Expectations, Beyond Z, and Care and Love. Our work is rooted in these values.

For more information about the organization please visit www.KIPPDelta.org.

Section 3 – Minimum Standards for Bidders & Contract Terms & Conditions

Minimum Bidder Criteria	Contract Terms & Conditions	Evidence
1. Must be a licensed contractor	Bidder must be licensed in the state of Arkansas	Bidder must submit proof of license
2. Bidder Must be insured/bonded	Bidder must have general liability, automobile liability, and worker’s compensation insurance. Guaranty Waiver. All	Bidder must submit proof of insurance.
3. Bidder must be able to provide a project plan for completion	The project plan must provide a date of completion. The work must be completed within the required timeframe..	Bidder must agree to these terms and conditions.
4. Bidders must follow the federal guidelines listed.	UGG real property and/or equipment management rules (2 CFR § 200.311 and 200.313) EDGAR construction rules apply (34 CFR § 76.660, 34 CFR § 75.600-75.617) Davis Bacon wage rules apply (20 U.S. Code § 1232b) Construction projects are subject to the Americans with Disabilities Act.	Bidder must agree to these guidelines and show compliance if/when asked.

Section 4 - Scope of Work

Replace all toilets/urinals with an automatic flush. Replace all sink/shower faucets with a touchless faucet. All plumbing should be compatible with the new install.

School Locations:

Building Location	Toilets	Urinals	Sink Faucets	Showers
(DCH)215 Cherry Street Helena, AR 72342	20	4	18	0
(DCPS) 514 Missouri Street, Helena, AR 72342	18	0	19	0
(DEPOT) 210 Cherry Street, Helena, Ar 72342	9	2	8	0
(GYM) 505 Phillips Street, Helena, AR, 72342	15	5	14	8
(BCPS) 1124 Moultrie, Blytheville, AR 72315	27	12	28	0
(ELA) 1020 Plaza St., Helena, AR 72396	34	35	5	0
TOTAL	123	58	92	8

Section 5 – Evaluation Criteria and Timeline

Time Line

- RFP Issuance or Release Date: February 6, 2023
- Final Day to Submit Questions: February 9, 2023
- Bids/Proposals Due: February 13, 2023 5:00 PM
- Award Announced: February 15, 2023
- Protest Period: February 16, 2023- February 23, 2023

Evaluation Criteria

All submitted bids will be evaluated according to the below criteria. The bidder with the highest points will be selected as the winning vendor.

Factors	Description	Maximum Points
Price	Bid amount	20
Completeness	Quality and completeness of the submitted proposal	25
Competence	Bidders ability to meet and/or exceed the minimum standards identified in Section 3	30
Timeframe	Able to meet the required deadline	25
	(must equal 100 points)	100

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, offer or, 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.

Section 8 – Proposal Transmittal Form

**KIPP Delta Public Schools
Project: Water Conservation**

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: 12:00 PM., February 9, 2023. Central Standard Time

Hard copies of bid must be provided in-person or through the mail.

In-person: 320 Missouri Street, Helena, AR 72342

Mail: P.O. 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

Section 10 – Assurances and Disclosures

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 web site:

<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(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, and 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 Voluntary 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, and 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 installing touchless sinks/shower and and automatic toilets/urinal.

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 RFP.

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

Date

Signature of KDPS Representative

Title

Date

Signature of KDPS Representative

Title

Date

Signature of KDPS Representative

Title