

# Request for Proposals for Cabinetry and Storage Bids at Providence Creek Academy

## I. Overview

**Providence Creek Academy** is accepting bids from Cabinetry, Storage, and Carpentry Vendors to renovate classroom storage spaces while following all applicable grant, state, and federal timelines. This project is a part of the CSP Expansion Grant, which was awarded to Providence Creek Academy. As such, vendors must take note of the applicable grant guidelines that accompany the project.

Bid Packs will be sent out to interested parties by contacting:

Kris Smith  
273 W. Duck Creek Rd.  
P.O. Box 265  
Clayton, DE 19938  
302-653-6276  
Kris.Smith@pca.k12.de.us

Providence Creek Academy's Board of Directors reserves the right to reject any and all bids or accept the bid that it finds to be the most responsive and responsible bid submitted.

All bids must be received no later than February 15, 2021 at 3 pm. Bids received after this date and time will not be considered. Bids must be addressed to Kris Smith in a sealed envelope or in an email. The outside of the envelope or title of the email should state Cabinetry and Storage Bid.

This request for proposal ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Deadline for Receipt of Proposals	Date: February 15, 2021
Notification of Award	Date: March 30, 2021

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States.

## II. Scope of Services

**Contract Start:** The project is slated to take place over the 2021 Summer Break. An exact timeframe will be determined between Providence Creek Academy and the selected vendor.

**Deliverables:**

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- a. Furnish and install cabinetry in twenty six (26) classrooms per provided design (subsection VI) while maintaining grant compliance outlined in subsection V.
- b. Outfit four (4) science labs per provided design (subsection VI) while maintaining grant compliance outlined in subsection V.

**Budget:** Due to the nature of the grant and project, proposals must NOT exceed \$500,000.

### **III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal

#### **A. Minimum Requirements**

1. Delaware business license:  
Provide evidence of a Delaware business license or evidence of the ability to conduct business in the State of Delaware.
2. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

#### **B. General Evaluation Requirements**

Please provide information regarding your company's ability to perform the services listed above as it relates to each of the following categories:

1. Experience, reputation and listing of current references for the above services.
2. Expertise and demonstrated ability (for the services under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Detailed pricing structure for noted services
6. Familiarity with public work and its requirements
7. Other criteria necessary for a quality cost-effective project

### III. Professional Services RFP Administrative Information

#### A. RFP Issuance

##### 1. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing or email to Providence Creek Academy. Address all communications to the person listed below. Prospective vendors should rely only on written statements issued by the RFP designated contact.

Kris Smith  
273 W. Duck Creek Rd.  
Clayton, DE 19938  
Kris.Smith@pca.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

##### 2. Consultants and Legal Counsel

Providence Creek Academy may retain legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact school's legal counsel on any matter related to the RFP.

##### 3. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

##### 4. Exclusions

Providence Creek Academy reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:

- 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

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- 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. **Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. **Proposals**

To be considered, all proposals must be submitted in writing through mail or email and respond to the items outlined in this RFP. Providence Creek Academy reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one paper copy or via PDF through email to Kris Smith.

For Submission through Mail:

All properly sealed and marked proposals are to be sent to Providence Creek Academy and received no later than February 15, 2021 at 3 pm. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Providence Creek Academy  
Kris Smith  
273 W. Duck Creek Rd.  
P.O. Box 265  
Clayton, DE 19938**

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

For Submission through Email:

Emails should be properly marked and sent to Kris Smith at [Kris.Smith@pca.k12.de.us](mailto:Kris.Smith@pca.k12.de.us). All email submissions will receive an acknowledgment of receipt.

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### 3. **Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

### 4. **Proposal Costs and Expenses**

Providence Creek Academy will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

### 5. **Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder through the contract period. Providence Creek Academy reserves the right to ask for an extension of time if needed.

### 6. **Concise Proposals**

Providence Creek Academy discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. Providence Creek Academy's interest is in the quality and responsiveness of the proposal.

### 7. **Realistic Proposals**

It is the expectation of Providence Creek Academy that vendors can fully satisfy the obligations of the proposal in the manner and time frame defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Providence Creek Academy shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

Providence Creek Academy's Board of Directors reserves the right to reject any and all bids or accept the bid that it finds to be the most responsive and responsible bid submitted.

### 8. **Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than Providence Creek Academy or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

**9. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify Providence Creek Academy Designated Contact, in writing, of such findings. All unresolved issues should be addressed in the proposal.

**a. RFP Question and Answer Process**

Providence Creek Academy will allow written requests for clarification of the RFP. All questions should be directed to the designated contact.

**10. Right to Reject Proposals**

Providence Creek Academy reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications, to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the school may deem necessary in the best interest of the school.

**11. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by Providence Creek Academy prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of Providence Creek Academy at the proposal submission deadline. All proposals received are considered firm offers at that time.

**12. Award of Contract**

The final award of a contract is subject to approval by Providence Creek Academy. The school has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by Providence Creek Academy and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the RFP's, and once the contract terms and conditions have been finalized, Providence Creek Academy will award the contract.

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The contract shall be awarded to the vendor whose proposal is most advantageous.

### C. RFP Evaluation Process

Providence Creek Academy will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

Providence Creek Academy reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide, in a timely manner, any and all information that the school may deem necessary to make a decision.

#### 1. **Proposal Selection Criteria**

Providence Creek Academy reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

#### 2. **Proposal Clarification**

Providence Creek Academy may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

#### 3. **References**

Providence Creek Academy may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

### D. **Contract Terms and Conditions**

#### 1. **General Information**

- a. The proposed term of the contract between the successful bidder and Providence Creek Academy shall be determined by the Providence Creek Academy Board of Directors.
- b. The selected vendor will be required to enter into a written agreement with Providence Creek Academy. Providence Creek Academy reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP.

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- c. The successful vendor shall promptly begin to execute a contract incorporating the terms of this RFP within thirty (30) days after award of the contract.

**2. General Contract Terms**

**a. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

**b. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of business permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish Providence Creek Academy with proof of State of Delaware Business Licensure or provide evidence of the ability to conduct business in the State of Delaware.

**d. Notice**

Any notice to Providence Creek Academy required under the contract shall be sent by registered mail to:

**Providence Creek Academy**  
**273 W. Duck Creek Rd.**  
**P.O. Box 265**  
**Clayton, DE 19938**  
**Kris.Smith@pca.k12.de.us**

**e. Indemnification**

**1. General Indemnification.**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless Providence Creek Academy, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection



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with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, sole or part, to the State, its employees or agents.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of Providence Creek Academy.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

**g. Performance Requirements**

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

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**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the School's requirements.

**i. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of Providence Creek Academy. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay. As a 501(c)3, Providence Creek Academy is tax exempt.

**j. Penalties**

Providence Creek Academy may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, Providence Creek Academy shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of Providence Creek Academy, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to Providence Creek Academy.

**l. Termination for Convenience**

Providence Creek Academy may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of Providence Creek Academy, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the School. If the contract is terminated by Providence Creek Academy as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60

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percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty Providence Creek Academy shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the School. The vendor will seek written permission to use any product created under the contract.

**p. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between Providence Creek Academy and the successful vendor shall constitute the contract between Providence Creek Academy and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, Providence Creek Academy RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between Providence Creek Academy and the vendor.

**q. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

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In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, Providence Creek Academy reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**r. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**s. Other General Conditions**

- (1) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (2) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of Providence Creek Academy.
- (3) **Additional Terms and Conditions** – Providence Creek Academy reserves the right to add terms and conditions during the contract negotiations.

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## V. Grant Guidelines

This project is a part of the CSP Expansion Grant, which was awarded to Providence Creek Academy. As such, vendors must take note of the applicable grant guidelines that accompany the project.

### A. Construction Definition:

- a. The Department encourages grantees and subgrantees to **refer to the definition of “construction” in section 7013(3) of the ESEA for guidance:** “(A) the preparation of drawings and specifications for school facilities; (B) erecting, building, acquiring, altering, remodeling, repairing, or extending school facilities; (C) inspecting and supervising the construction of school facilities; and (D) debt service for such activities” (20 U.S.C. 7713(3)). These expenses are NOT ALLOWABLE and MAY NOT be included.
- b. Under section 4303(h)(3) of the ESEA, CSP funds may be used for minor facilities repairs (excluding construction). Examples of minor facilities repairs include repairing a leak in the roof, replacing a broken window, and repairing a furnace or air conditioning unit. In essence, minor facilities repairs neither add to the permanent value of the property nor appreciably prolong its intended life, but rather, keep it in efficient operating condition (2 CFR 200.452).

### B. Unallowable Activities

1. Capital improvement costs.
2. HVAC replacement.
3. Carpeting, painting and landscaping.

### C. Allowable Activities

2. Acquiring supplies, equipment (including technology), and educational materials (including developing and acquiring instructional materials).
3. Carrying out necessary renovations to ensure that a new school building complies with applicable statutes and regulations, and minor facilities repairs (excluding construction).

PCA must independently pay for all construction (A) and unallowable costs (C). All Proposals should include a detailed budget that clearly identifies costs for the following.

1. “Allowable Activities”, any cost that would meet the definitions of “construction” as defined in bullet A above, and any cost that would be defined as “unallowable activities” as listed in bullet C above.
2. Installation of cabinetry is not defined as “construction” per Delaware Department of Education
3. Relocation of electrical and plumbing is defined as “construction” per Delaware Department of Education

Classrooms vary slightly in size. Potential vendors may request to measure all classrooms on-site with proper notice by emailing [Kris.Smith@pca.k12.de.us](mailto:Kris.Smith@pca.k12.de.us).

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Vendors may submit proposals for cabinetry, and/or electrical, and/or plumbing. In the case where a proposal is for less than the complete scope of work, it is recommended that the proposal clearly identify which aspects of the scope of work is included. For example a proposal for only the electric could be submitted as “electric only”.