

THOMAS
MACLAREN
SCHOOL

REQUEST FOR PROPOSALS

Thomas MacLaren State Charter School

Classroom Furniture for K-5 School

March 2, 2018

TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED AT
1702 N MURRAY BLVD, COLORADO SPRINGS, CO 80915
BEFORE 4:00pm (MST) ON APRIL 2, 2018

LATE PROPOSALS WILL NOT BE ACCEPTED

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INTRODUCTION

Thomas MacLaren School (the School) opened in the fall of 2009 for 6th-9th grade students. The school added a high school grade each year and graduated its first class in the Spring of 2013. Over the past eight years, MacLaren has racked up impressive awards (School of Distinction, John Irwin Award of Excellence, High School Growth Award) and test scores (Class of 2017 state record-breaking ACT composite average of 29.8) while daily undertaking the task of developing young men and women who are fully human and fully awake to the world. We expect each student to master history, mathematics, science, literature, Latin and English, as well as to gain familiarity with at least one other language and fine arts. As we add an elementary school for the 2018-19 school year, our Lower School (K-5) curriculum, full of rigor *and* wonder, will prepare these younger students to be able to plumb the depths of the Upper School (6-12) curriculum eagerly and confidently.

Thomas MacLaren School is a recipient of the Colorado Charter School Program grant for a three year cycle of 2017 – 2020 to support this expansion. The School invites vendors who have an interest to submit a proposal in accordance with terms of this RFP. The School desires to obtain organic, solid wood classroom furniture (see Appendix A for sample drawing) for the K-5 school for 2018-2019 school year.

This RFP provides prospective vendors with sufficient information to enable them to prepare and submit proposals for consideration by the School.

In the event that it becomes necessary to revise any part of this RFP, a modification notice will be issued by the School to each vendor who has submitted a proposal, and at each location the RFP was previously posted.

A proposal submitted in response to this RFP shall constitute a binding offer. The signature of the vendor shall indicate acknowledgment of this condition. Signature shall be that of a person legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the vendor of all terms and conditions including compensation, as set forth herein. A vendor shall identify clearly and thoroughly any variation between its proposal and the School's requirements included in the RFP.

This RFP covers three parts. **Candidates may respond with proposals to one or two or three of the parts or any combination of the parts.** All furniture referred to must consist of solid, hardwood maple. No veneers. Dovetail or mortise and Tenon joinery. Desk top and shelving tops are at least 3/4" thick solid wood.

GENERAL INFORMATION

Contact Information

All communications regarding this RFP, must be directed in writing via email to:

Angie Stattman

Business Manager

astattman@maclarenschool.org

Angie Stattman is to be the sole point of contact and communication concerning this RFP.

Thomas MacLaren School
1702 N Murray Blvd.
Colorado Springs, CO 80915
www.maclarenschool.org

Inquiries

Vendors may make written inquiries via email concerning this RFP to obtain clarification of requirements. Inquiries made in person, by email, or by telephone will not be accepted. Inquiries shall not be accepted after the date and time indicated in the Schedule of Activities and Timeline.

Telephonic or in-person inquiries shall not be accepted. Vendors shall not contact school staff or board members directly with questions and may not rely on any verbal statements by school staff that alter any specification or other term or condition of the RFP.

Due Date

In order to be considered interested vendors must submit qualifications/pricing structure by no later than 4pm (MST) on April 2, 2018 to the school electronically or by mail. Proposals may be modified or withdrawn by the vendor prior to the Proposal Submission Deadline set forth in the Schedule of Activities.

Schedule of Activities

Request for Providers Issued	March 2, 2018
Prospective Vendors Written Inquiry Deadline (No questions will be accepted after this date and time)	March 8, 2018 4 pm MST
School's response to written inquiries	March 13, 2018
Proposal Submission Deadline	April 2, 2018 4pm MST
Firm Selection	April 3, 2018
Contract or Purchase Order	April 6, 2018
Delivery of Furniture	Two staged - On or before June 29, 2018 and then The balance of the order on or before July 23, 2018

Submittal requirements

To facilitate a timely response and a comprehensive evaluation of submitted proposals, all candidates shall submit proposals adhering to the following response format:

1. **Company Information Page.** Completed the form on Appendix B must be submitted.
2. **Provide an Executive Summary of your company.** This section of your proposal should include a summary that describes your company culture, pricing, capabilities, and background. The purpose of this summary is to provide the School with a brief, clear understanding of your proposal, your pricing, and the way your company does business.

3. **Services/Scope of Work.** Provide a full and complete description of your company's proposed services and scope of work on the project. Be thorough.

4. **Product Quality and Specifications** – All furniture referred to must consist of solid, hardwood maple. We desire an organic natural solid wood quality for the K-5 furnishing. No veneers. Dovetail or mortise and Tenon joinery. Desk tops, shelving tops, and side panels are at least 3/4" thick solid wood.

Requested Furniture List

Candidates may respond with proposals to one or two or three of the parts below or any combination of the parts.

Part One – to be delivered in two stages - no later than June 29, 2018 and then by July 23, 2018

Approximate dimensions:

27 **double desks**, no cubby - 48"W X 24"D, desk height at 22.25" for kindergarten students

81 **double desks with cubby** - 48"W X 24"D, cubby shelf 24"W x 18"D x 3.5"H, desk legs are adjustable so as to sit between 24" to 29" high.

108 **single desks with cubby** - 30"W X 24"D, cubby shelf 24"W x 18"D x 3.5"H, desk legs are adjustable so as to sit between 24" to 29" high.

Part Two – to be delivered in two stages - no later than June 29, 2018 and then by July 23, 2018

324 **maple student chairs** with the following heights:

54 at 12", 108 at 13", 108 at 14", and 54 at 15"

Solid back with a scooped seat

Part Three– to be delivered in two stages - no later than June 29, 2018 and then by July 23, 2018

Hallway shelving in the following dimensions:

One 17.5', one 18', one 19', one 20', four 22', one 40'

12" cubby at top, double hooks placed 15" apart in two rows, 3" baseboard, solid wood back and sides, 13" D x 60" H, Widths as listed above.

36 **Bookcases** - 72"W x 13"D x 48"H with two adjustable solid wood shelves

5. **Pricing Structure.** Explain in detail the pricing structure you propose. Pricing quoted by a vendor shall include all fees, costs and expenses, including, but not limited to: labor costs, travel expenses, administrative costs, copies, collating costs, faxes, mileage charges, supplies, mailing charges, communications, furniture product, design fee, assembling and/or installation, payment and performance bond, and shipping, unless otherwise indicated in the RFP. Estimated proposal prices are not acceptable. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date. The proposal price will be considered in determining the successful vendor. Also explain how you keep costs competitive, what furniture lines you have access to, and what national buying agreements, if any, you have in place that could be utilized on this project. Provide examples and pricing of "good", "better", "best" furniture offered by your company.

6. **Schedule.** Provide a schedule noting major milestone events as well as the various events to be completed during the production phase. Be detailed.

7. **Provide all Warranty & Maintenance information.** The Candidates shall clearly describe to the School how they propose to guarantee and warranty their products and services. Warranty period shall begin after final acceptance of the items provided, and if appropriate, offer ongoing maintenance services for successive one- year periods thereafter at fixed annual prices. Candidates shall provide a user manual containing all pertinent technical documentation, warranty information, and re- order information to the School upon delivery of the furniture.

Selection Criteria

An Evaluation panel will review and score offers submitted and make a recommendation for award. This selection will be for award to the responsible vendor(s) whose proposal is determined to be most advantageous to the School, in the School's sole discretion. The matrix below will determine the finalist for project. In general terms, the criteria and weights for selection are as follows:

<u>Proposal Evaluation Criteria</u>	<u>Available Points</u>
1. Executive Summary (Part 2 of Proposal Submittal)	5
2. Services/Proposed Scope (Part 3 of Proposal Submittal)	5
3. Product Quality and Specifications (Part 4 of Proposal Submittal)	40
4. Pricing Structure (Part 5 of Proposal Submittal)	20
5. Schedule (Part 6 of Proposal Submittal)	20
6. Warranty and Maintenance (Part 7 of Proposal Submittal)	10
Total Score (100 possible points)	100

Candidate's Acceptance of Selection Methodology

Submission of a proposal indicates Candidate's acceptance of the selection technique and candidate's recognition that the School will select the candidate that is determined to be most advantageous to the School, in the School's sole discretion.

Scoring will be provided with a letter to all respondents.

Award of Contract(s)

The award(s) will be made to the responsible vendor whose proposal, conforming to the RFP, will be the most advantageous to the School, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the School may elect to cancel the award and make the award to the next most responsible vendor.

Multiple Awards

The school reserves the right to award this RFP in part, to multiple vendors, if so determined by the school to be in the best interests of the school.

Protested Solicitations and Awards

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the School. The protest shall be submitted in writing within seven (7) working days after such aggrieved **person knows, or should have known, of the facts giving rise thereto** (emphasis added). Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for vendors to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) working days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the seven (7) working day time period, even if that means it is filed during the time the solicitation is still open.

Announcement of the apparent winning vendor will be made via a posting on the School's website. The requirement for timely submission of any protest (seven (7) working days) will begin no later than the first working day following posting of the award notice on the School's website.

Disclosure of conflicts of interests

Vendors shall disclose within the response to this RFP any and all familial relationships with employees, board members, or agent of the School. Through its submission of a quote, bid, or offer, the vendor certifies that they did not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals. Per 2 CFR Part 200.319(a) vendors participating in these activities must be excluded from competing for such procurements.

Certification of Independent Pricing Determination

Except as otherwise disclosed with particularity, through its submission of a quote, bid, or offer, the vendor certifies that the prices and other terms in the quote, bid, or offer have been arrived at independently without any consultation, communication, agreement with, or knowledge of the contents of the quote, bid, or offer by, any other competing vendor. For purposes of this paragraph, "consultation, communication, agreement with, or knowledge" does not include knowledge of prices or terms gained through availability of established price lists or catalogues made available to the public by the competing vendor. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Taxes

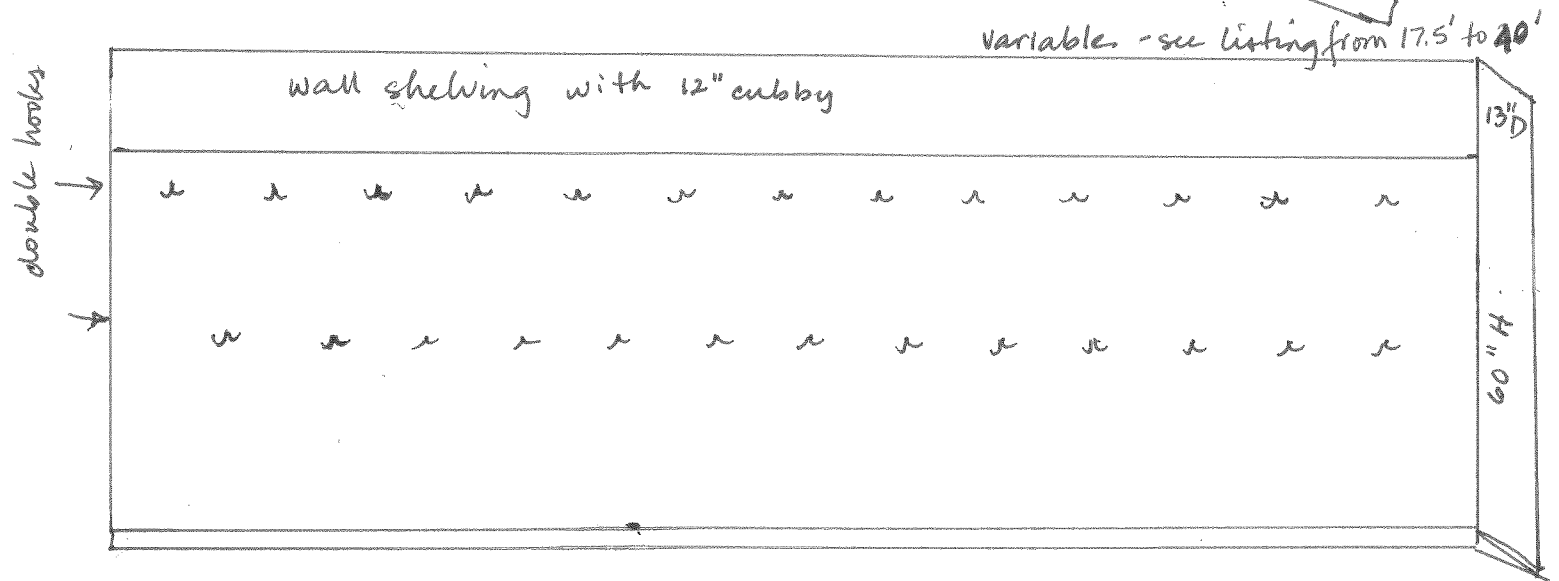
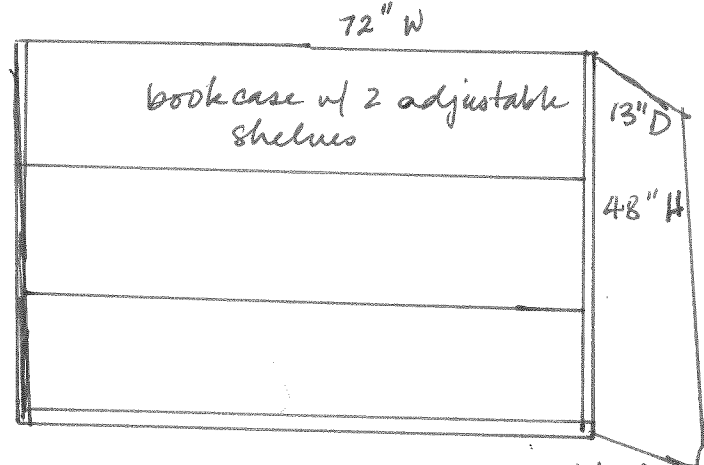
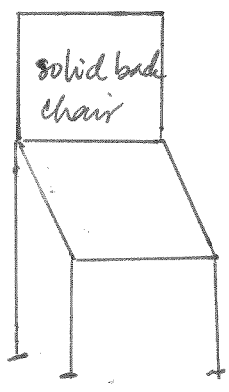
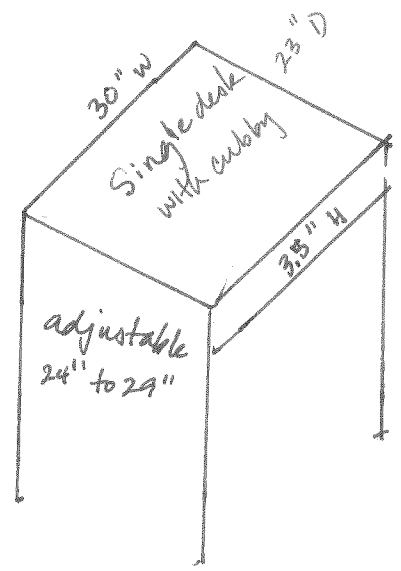
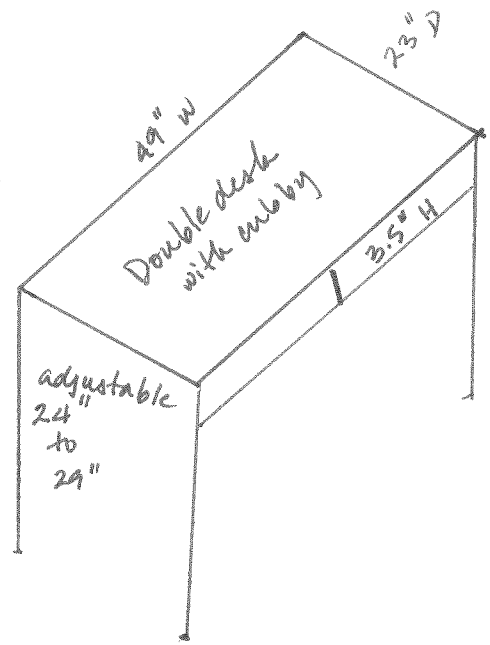
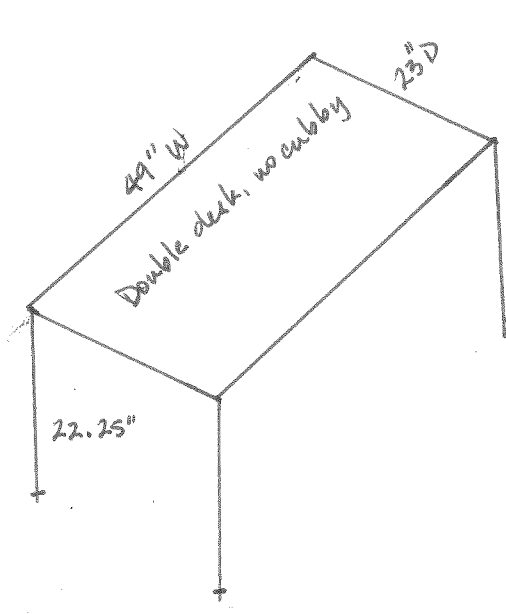
The School, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State and Local Sales Tax Exemption Number is 98-20455-0000.

Availability of Funds

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event grant funds are not appropriated, any resulting contract will become null and void, without penalty to the School.

Sample of furniture with specifications and dimensions

Scale 1" = 24"



Company Information Page

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.

F.E.I.N.

(Required): _____

Terms (Must be at Least NET 45 days): _____

Signature: _____

Typed/Printed Name of Authorized Representative: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Toll Free
Phone: _____

Fax: _____

Is the firm minority-owned*? _____

Yes

No

Is the firm woman-owned*? _____

Yes

No

*Ownership means actively daily management in the organization and an ownership interest greater than fifty percent.

IMPORTANT: VENDOR NAME MUST BE PRINTED ON THE OUTSIDE OF THE RFP SUBMITTAL ENVELOPE.

Please be advised that sealed proposals must be delivered - not sent electronically (email or downloadable) Vendors are urged to read these documents thoroughly before submitting a response.

Response must be signed by a representative of the vendor who is legally authorized to bind the vendor to the proposal.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

APPENDIX C

Required Contract Language

Based on the nature of this RFP and the requirements, we understand that a specialized contract may be needed as an alternate to our Purchase Order Agreement. In this case, Thomas MacLaren School as a Government entity has certain legal requirements that must be included in our contracts.

All contracts must include, by reference and as an exhibit:

- The original RFP (including addendums if applicable)
- The vendor's response to the RFP
- Any other documents clarifying and/or defining work and responsibilities agreed to in writing by both parties before the contract is executed.

Contract language to be included in any agreements:

GOVERNMENTAL IMMUNITY/LIMITATION OF LIABILITY

Notwithstanding anything herein to the contrary, no term or condition shall be deemed a waiver, express or implied, of any provision of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S., as now or hereafter amended ("Immunity Act"), nor of the Risk Management self-insurance statutes at 24-30-1501, et seq., C.R.S., as now or hereafter amended ("Risk Management Act"). The parties understand and agree that the liability of the District for claims or injuries to persons or property arising out of negligence of the District, its departments, divisions, schools, board, officials and employees is controlled and limited by the provisions of the Immunity Act and the Risk Management Act. Any provision of this contract, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the District to the above cited laws.

FUND AVAILABILITY.

Financial obligations of the School payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted or otherwise made available, the contract shall be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to limit any other right of termination available to the School.

Pursuant to Section 22-44-115, C.R.S., any obligation of a contract which requires expenditures contrary to subsection (1) of Section 22-44-115, C.R.S., shall be null and void, and no school monies shall be paid thereon.

CONFIDENTIALITY

The Contractor acknowledges that it may come into contact with confidential information contained in the records of the School. The Contractor shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected, and no confidential information shall be distributed or sold to any third party nor used by the Contractor or the Contractor's assignees and/or subcontractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by the Contractor. Disclosure of such information may be cause for legal action against the Contractor. Defense of any such action shall be the sole responsibility of the Contractor.