



Request for Proposal

Charter School Services for 2017-2018 School Year

I. PROPOSAL REQUEST INFORMATION

A. PROPOSAL DESTINATION

Ms. Lauren Bensink

Baden Academy Charter School

1016 State Street

Baden, PA 15005

Email: lauren.bensink@badenacademy.org

B. PROPOSAL KEY DATES & INFORMATION

Proposal shall be delivered by mail to the above address any time prior to, but not later than, 3:00 pm on July 28, 2017. One (1) hard copy is to be submitted by mail or hand delivered to the above address. Mark in the lower left corner of the envelope "Proposal for Charter School Services." Proposals received after this time may be returned to the Vendor. At its sole discretion, BACS may extend the deadline for the delivery of proposals.

- Request for Proposal (RFP) Release Date: July 11, 2017
- Intent to Submit Proposal by Vendor: July 21, 2017
- Proposal Due Date: July 28, 2017 before 3:00 p.m. Eastern Standard Time
- Opening of Sealed Bids: July 28, 2017
- Presentations by Vendors and Award Notification: July 31, 2017

C. QUESTIONS ABOUT THIS RFP

All questions concerning this RFP should be directed to Lauren Bensink via email to lauren.bensink@badenacademy.org. All questions and answers will be disseminated to every Vendor via email, so long as the Vendor notifies BACS's representative that it wishes to receive such communications prior to submission of the RFP Response.

D. VALID OFFER

All proposals submitted must be held open and remain valid for a minimum period of 90-days after the due date for the proposals.

II. PROPOSALS

Baden Academy Charter School (“BACS” or “the Charter School”) is seeking responses to this RFP for any or all Charter School Services during the 2017-2018 school year. The objective of this RFP is to accomplish a fair, open, and competitive procurement. BACS reserves the right to cancel the RFP or procurement, or accept or reject any and all proposals submitted in response to this request in accordance with applicable law. Proposals will be received through the period of July 12, 2017 through July 28, 2017. Proposals will be evaluated for services to be provided during the 2017-2018 school year; however, BACS reserves the right to extend the term of any subsequent contractual agreement BACS may enter into with a Vendor, upon mutual consent of both parties. Proposals may be for one or more of the services outlined in this RFP.

III. OVERVIEW AND BACKGROUND

BACS is dedicated to providing student-centered services in a professional and compassionate manner. We are an arts integrated school that specializes in an arts integrated curriculum. Creative and performing arts are unique in their ability to provide a personalized education process that engages each and every student's – and teacher's – unique abilities, aptitudes, and aspirations. An arts-infused learning environment offers students, teachers and artists a protected space within our school for personal and collaborative inquiry, engaged learning, and abstract, creative and innovative thinking, and where emergent curriculum as well as relevant practice may take root to be nourished and to grow. Central administrative offices are located at 1016 State Street, Baden PA 15005. BACS provides services to more than 500 students across 14 districts in Beaver, Allegheny and Butler counties in Pennsylvania.

BACS desires to establish a professional services relationship with one or more Vendors that will help provide services of the Charter School based on comprehensive and clear management principles in compliance with all federal, state, and local laws.

Vendors may propose to provide one or more of the services described in this RFP delineated separately by service category. The Vendor must clearly outline the services it proposes to furnish and the cost of each service.

IV. GENERAL CONDITIONS

A. HOURS OF OPERATION

Normal hours of operation are expected to be at a minimum 8:00 a.m. to 4:00 p.m., continuous Monday through Friday.

B. CHARACTER

It is recognized that, for the protection of the children, all persons affiliated with and/or employed by the Vendor must be of stable personality and of the highest moral character. Any persons working on school grounds shall obtain the following clearances: Federal Criminal History Record, FBI Clearance Check, PA State Criminal Record Check, and PA Child Abuse History Clearance. The cost to obtain these clearances shall be borne by the Vendor who is awarded the contract. Copies of the clearances shall be given to BACS at BACS' request.

C. COMPLIANCE WITH LAWS

The proposal shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract. The Vendor, as an employer, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

D. INCURRED COSTS

BACS is not liable for any cost incurred by the Vendor prior to the signing of a contract by all parties.

E. CONTRACTOR NOT AN AGENT

Unless otherwise stated in the final Professional Services Agreement, the Vendor shall not be held or deemed in any way to be an agent, employee, or official office of BACS, but rather an independent contractor furnishing professional services to BACS.

F. INDEMNIFICATION

The Vendor shall indemnify, save, and hold BACS and the Pennsylvania Department of Education (PDE) and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Vendor with any agreements, warranties or undertakings contained in or made pursuant to this Agreement.

G. NEGOTIATION OF PROFESSIONAL SERVICES AGREEMENT

BACS reserves the right to reject any or all proposals or to award a Professional Services Agreement to the next most qualified Vendor if the successful Vendor does not execute a Professional Services Agreement within twenty (20) days after award of proposal. At its sole discretion, BACS may extend the date for award of the Services Agreement. BACS reserves the right to negotiate any or all terms upon award of proposal.

H. ETHICS IN PUBLIC CONTRACTING

By submitting its Proposal, the Vendor certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Vendor, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

I. PROHIBITED CONTACT

Registered and non-registered lobbying of BACS staff members or Board members with respect to a pending projector award is prohibited during the time between the date the RFP is advertised and the date a final contract is awarded. Any contact between BACS staff members or Board members and any representative of a Vendor relating to a pending project or award (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by a BACS staff member or a Board member, shall be grounds for disqualification of the Vendor from the RFP response process. By submitting a Proposal, the Vendor represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

J. CONFLICT OF INTEREST

The Vendor certifies that no BACS Board member, staff member or any BACS employee has a financial or beneficial interest in the Vendor.

K. TERMINATION

Failure by the successful Vendor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, BACS, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

L. AUDIT

Unless the contract is a firm fixed price contract, BACS shall be entitled to audit the books and records of the successful Vendor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful Vendor's contract with BACS. Accordingly, the successful Vendor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the Vendor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing by BACS. By submitting a Proposal, the successful Vendor grants to BACS the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful Vendor. Consequently, BACS will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. VENDORS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH BACS MAY BE SUBJECT TO THE PENNSYLVANIA PUBLIC RECORDS ACT.

M. TAXES

The successful Vendor shall determine, be responsible for, and pay any applicable taxes related to the Services Agreement. BACS is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF BACS IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL VENDOR UPON REQUEST.

N. SUPPORT

The successful Vendor agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support BACS in addressing any problem whatsoever relating to the Professional Services Agreement.

O. INSURANCE

By submitting a Proposal in response to this RFP, the Vendor certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Vendor certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Pennsylvania. During the term of the contract, BACS reserves the right to require the successful Vendor to furnish certificates of any required insurance for the coverage required by BACS, if any is required.

P. CONFIDENTIAL AND PROPRIETARY INFORMATION

BACS is subject to the Pennsylvania “Public Records Act.” Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Vendor.

Q. ASSIGNMENT OF CONTRACT

Upon execution, the contract shall not be assigned or subcontracted by the successful Vendor, in whole or in part, without the prior written consent of BACS.

R. BINDING NATURE OF THIS RFP

By submitting a Proposal, the Vendor agrees to be bound by all of the provisions of this RFP. The Vendor further agrees that, if it becomes the successful Vendor, the Vendor and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

S. APPLICABLE LAWS AND COURTS

This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the state and federal courts having jurisdiction in Beaver County, Pennsylvania and the Western Federal District (Pittsburgh).

U. SITE-BASED PERSONNEL

The Vendor must receive approval from BACS for any personnel that will be working on school grounds.

U. ADDITIONAL INFORMATION

BACS reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.

V. SERVICE SPECIFICATIONS

BACS is requesting proposals for Human Resource Services, Security/Health/Safety/Environmental Services, Maintenance Services, Custodial Services, Financial Services and Technology Services.

The following Financial Services are to be provided:

Budgeting and Financial Reporting:

- a. Assist in the preparation of a proposed annual budget for the Charter School, including projected revenues, expenses, and capital expenditures;
- b. Submit to the Charter School from time to time any other proposed modifications to the annual budget as deemed to be necessary or desirable to be acted upon by the Charter School consistent with applicable law;

- c. Provide the Charter School on a periodic basis, detailed statements of all revenues received, from whatever source by the Charter School, and detailed statements of all direct expenditures for services rendered to the Charter School;
- d. Assist in maintaining all financial reports required under applicable law and compile in-house monthly financial statements as requested by the Charter School;
- e. Attend monthly board meetings and prepare monthly financial summary and financial statements for said board meetings;
- f. Assist in the preparation of required non-profit filings, including the Form 990.

Financial/Payroll Services:

- a. Reconcile accounts payable, accounts receivable, prepaid expenses, and fixed assets sub-ledgers on a monthly basis;
- b. Perform bank reconciliations for all bank accounts timely and on a monthly basis;
- c. Processing and recording receipts, disbursements, and journal entries in accounting system;
- d. Prepare and distribute monthly billings to school districts for students attending BACS, ensuring that rates and forms are in accordance with PDE;
- e. Perform necessary planning, forecasting, accounting, and reporting functions as appropriate;
- f. Assist and coordinate in any third-party audit(s) of the Charter School. Work closely with the auditing firm in developing client prepared schedules, reconciliations and other schedules, as necessary, to complete the audit;
- g. Maintain the books and records of BACS in accordance with Generally Accepted Accounting Principles (“GAAP”), Governmental Accounting Standards Boards (“GASB”) and Pennsylvania accounting and reporting statutes. In addition, ensure compliance with all Federal and State reporting requirements;
- h. Prepare annual salary notification letters informing employees of their salary and benefits at the beginning of the school year before the first day of school;
- i. Review and file 1099’s annually with external vendor;
- j. Prepare reports as requested by the CEO;
- k. Process vendor payments and reimbursements to staff and ensure compliance with school policy, proper documentation, and approvals.

Annual Reports

- a. Assist BACS with the creation, design, and arrangement for publication and dissemination of an annual report regarding the Charter School;

- b. Prepare and file the annual Budget, PDE Form 2028;
- c. Prepare and file the Annual Financial Report, PDE Form 2057;
- d. Prepare and file the application for Charter School Lease Reimbursement Program, PDE Form 418;
- e. Prepare and file the application for Reimbursement for Charter School Lease, PDE Form 419;
- f. Prepare and file the Civil Rights Data Collection Form;
- g. Compile fiscal data for the Charter School Annual Report;
- h. Compile fiscal data for the Request for Reimbursement and Report of School Health Services.

Authorizer Policies and Charter Renewal

- a. Assist BACS in complying with all applicable Authorizer policies as reasonably interpreted to apply to the Charter School;
- b. Assist BACS with drafting the Charter School's Charter renewal application, including working with BACS to develop any necessary budgetary and curriculum information;
- c. Present and defend BACS's Charter renewal application before the Authorizer/Agency.

Payroll Processing and Management - Perform payroll processing services and payroll tax administration for BACS including, but not limited to, the following:

- a. Prepare and process bimonthly payroll for BACS' employees;
- b. Collection of payroll documentation for all employee changes as well as time sheets, including calculating pay check and tax obligations for each employee, review of employee contracts for all out of sequence payments (vacation, sick, medical buyouts), and completion of applicable state and local tax forms;
- c. Prepare, process, and report all Public School Employees' Retirement System (PSERS) employee and employer data;
- d. Prepare and submit monthly and quarterly federal, state, and local tax returns and payments;
- e. Prepare and submit State Unemployment insurance returns and payments;
- f. Prepare annual Form W-2 statements;
- g. Assist and coordinate in any worker's compensation audits;
- h. Perform overall payroll management.

The Vendor assumes full responsibility for both the timeliness and accuracy of all payroll, payroll tax deposits, and filings in accordance with local, state, and federal laws. The Vendor also must work directly with BACS to ensure the payroll process is catered to BACS's specific needs, should departures from the normal processes be necessary to accommodate needs.

The following Human Resource Services are to be provided:

- a. Assist in the revising and updating of employee handbook, recommending changes and addition of new policies as needed;
- b. Maintain employee files;
- c. Prepare all new hire paper work;
- d. Contact potential new employee to discuss hire offer;
- e. Ensure all governmental clearances are completed for each employee (Act 126, Act 168, and Act 153);
- f. Comply with government guidelines on renewal of all compliances;
- g. Notify and provide payroll with new employee information;
- h. Set up initial first day meeting and contact hiring supervisor concerning completion of first day meeting;
- i. Advise employees of FMLA guidelines, length of time for FMLA, and notify CEO and Business Manager of FMLA;
- j. Unemployment services;
- k. On-Going employee services;
- l. Short Term/Long Term disability;
- m. Contact employee to meet and complete termination and termination paper work for employees to be terminated;
- n. Maintain and manage healthcare plan and employee benefits;
- o. Maintain and manage 403(b) plan in place in accordance with law.

The following Health/Safety/Security/Environmental Services are to be provided:

- a. Building access;
 - b. Secure nightly building closings;
 - c. Identification cards and badges;
 - d. Camera systems (install and maintain);
 - e. Intrusion prevention;
 - f. Fire prevention.
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- a. Develop, implement, and maintain safety plans, programs, training, and participation in safety committee;

- b. Inspect fire extinguishers on a monthly basis;
- c. The Vendor shall ensure the safety of all students, staff, visitors and Vendor personnel while performing maintenance and custodial duties;
- d. Create and maintain safety data sheets for each facility regarding all cleaning supplies and other chemicals used at the respective facility;
- e. The Vendor shall ensure environmentally friendly products to be used where possible;
- f. The Vendor shall ensure floor areas being worked on will have adequately positioned caution signs;
- g. The Vendor shall ensure custodial and maintenance storage rooms are kept clean and orderly;
- h. The Vendor shall be responsible for all injuries to persons caused by its staff, equipment, or supplies;
- i. The Vendor shall provide its employees with adequate safety equipment for the tasks involved and train their employees on the safe use of hazardous materials in the workplace. Training shall be documented;
- j. Ensure all containers of hazardous materials are clearly identified, labeled, and properly stored and safeguarded at all times;
- k. The Vendor shall be responsible for all damage caused by its employees, its equipment, or its supplies, the Charter School's property, equipment, buildings, and building contents.

The following Technology Services are to be provided:

Network and Server Infrastructure.

Managed Services are to include:

NETWORK

Network hardware and software support and maintenance; Network security management; LAN Administration (except end user identity management); Network installations and de-installations, upgrades, etc. Network technologies will include LAN, WAN, Wireless/WiFi, unless already managed by another third party (e.g. MPLS, ISP, etc.).

SUPPORT SERVICES. The Managed Service Partner shall provide management, maintenance and support of the current operational LAN environments and associated infrastructure elements at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed to by BACS. The sub-services include, but are not limited to:

- Network Support and Maintenance
- Wireless Networks
- LAN and WAN Administration
- Network Security

- Installation / De-installation
- Reporting

For additional information about the network, please contact Dean Phillips

NETWORK SUPPORT AND MAINTENANCE. The Managed Service Partner shall perform the on-going support and delivery of all local networks, and ensure end-user and server connectivity in order to meet business objectives and performance criteria.

The Managed Service Partner shall perform maintenance on all local network infrastructure components in line with the equipment manufacturers and/or BACS guidelines and ensure that firmware is kept current and security patches are applied.

Network equipment components include but are not limited to routers, firewalls, load balancers, switches, patch panels, circuits, and network appliances and cloud-based services (i.e. email security, email archiving, and content filtering).

Other LAN components comprise the Traffic prioritization, Network Client Services, Network Monitoring servers, software and Scripts, networking protocols, IP address Management (DHCP), name resolution services (DNS).

The Managed Service Partner shall configure and maintain Web Content Filtering services with BACS guidance and in accordance with BACS policies.

The Managed Service Partner shall configure and maintain Remote Access (user) VPN services and Site to Site VPN services with BACS guidance and in accordance with BACS policies.

The Managed Service Partner shall administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN.

The Managed Service Partner shall ensure that any maintenance action leading to a

Scheduled Outage or a noticeable degradation of service is planned via the appropriate Change and Release Process in to minimize disruption to the service.

The Managed Service order Partner shall maintain a detailed inventory of all network equipment including but not limited to routers, switches, firewalls, and storage devices/SAN's.

WIRELESS NETWORKS. The Managed Service Partner shall manage and support a wireless LAN for visitors and BACS staff at all designated BACS premises including but not limited to the Midland and remote office locations listed in this document.

* For additional information about the network, please contact Dean Phillips

LAN ADMINISTRATION. The Managed Service Partner shall maintain the BACS IP addressing scheme and continuously support the implementation of optimal policy-based routing policies and architecture.

The Managed Service Partner shall allocate IP addresses when necessary and maintain the register of used and available IP addresses at BACS.

The Managed Service Partner shall provide simple rule-based and/or intelligent filtering of traffic between different network segments along the following principles:

- Create an IP-enabled network infrastructure supporting the injection of all traffic over IP, IP encapsulation and IP tunneling.
- Maintain clear physical and logical boundaries.
- Limit complexity in top level routing.
- Allow peering architecture and addressing hierarchy between locations.
- Include, where appropriate, traffic shaping and prioritization of IP based traffic.
- Include, where appropriate, segmentation and implementation of networks using variable/fixed length subnet masks.
- Maintenance and creation of V-LAN IDs.
- To create, where appropriate, multicast address and support for one to many network broadcasts.

The Managed Service Partner shall implement and maintain access and authentication controls relating to the management and configuration of all intelligent components of the network.

The Managed Service Partner shall support the creation of an IP-centric organization enabling the convergence of all traffic, including IP voice and video.

Where appropriate maintenance and creation of Internet Protocol version 4 and 6 address spaces.

NETWORK SECURITY. The Managed Service Partner shall ensure that wherever the BACS network connects to other networks, the Managed Service Partner shall co-operate with the relevant parties to ensure that appropriate security is put in place with a view to protecting the Network and its components from malicious attack and unauthorized access.

The Managed Service Partner shall also ensure that users on the Network are prevented from making malicious attacks on other networks.

The Managed Service Partner shall monitor the Network for any attempted or actual security breaches.

INSTALLATION / DE-INSTALLATION. Where installation / de-installation has been required and confirmed by BACS, the Managed Service Partner shall be responsible for the complete set of associated works in line with Health and Safety requirements, and shall communicate with appropriate teams within BACS to this effect.

The Managed Service Partner shall manage the installation / de-installation and testing as needed of all LAN changes in accordance with standard procedures, updating the relevant documentations to reflect the changes, and informing the BACS Technology Director of the impact of the change.

Where work may be carried out by Third Parties appointed by the Managed Service Partner, the end-delivery of the project remains the responsibility of the Managed Service Partner. The Managed Service Partner shall be responsible for the resolution of faults during installation and commissioning, and provide all necessary warranty and documentation. Where work may be carried out by Third Parties appointed by BACS, the Managed Service Partner shall have the responsibility to provide an efficient service interface for the successful end delivery of the works. The Managed Service Partner shall remain responsible for the Service Support functions post-installation and the Service Management aspects, e.g. Configuration and Capacity Management. All LAN (including both fixed wired and wireless networks) design, installation and testing works supplied by the Managed Service Partner will have to comply with international standards (IEEE and ISO) including but not limited to:

- ISO 8802.3 1000 Mbps Gigabit Ethernet
- ISO 8802.3 100BASET operating at 100Mb/s
- ISO 8802.3 10BaseT operating at 10Mb/s
- Structured cabling utilizing TIA/EIA-568-B or Category 5 e standards
- Fiber connectivity including single mode and multimode including FC and SC Termination.

Provision of secure wireless networking operating 802.11 (B/G/N), 802.11 (A/C)

The following Maintenance Services are to be provided:

1. Facility Maintenance

- a. Responsible for general repairs to buildings including painting, dry wall patching, door hardware, flooring, etc.;
- b. Responsible for construction of an object/room/wall or other from conception through completion including common tools necessary to complete the task minus the materials;
- c. Responsible for troubleshooting, repairing, and installing of plumbing in the buildings, act as a liaison on plumbing issues, obtain quotes and will perform daily visual checks;
- d. Responsible for troubleshooting, repairing, installing, and maintenance of telecom components, have knowledge of Cat5e and Cat6e cable and how to install RJ45 jacks, punch cables on a 110 and 66 block, and act as a liaison for all telecom issues, obtain quotes and perform daily visual checks;
- e. Moving boxes, moving and assembling furniture;
- f. Responsible for troubleshooting, repairing, installing, and maintenance of electrical components, responsible for 120/208 volt 3 phase 4 wire systems, act as a liaison for all electrical issues, obtain quotes, and will perform daily visual checks.

The following Custodial Services are to be provided:

- a. Clean restrooms: use germicidal detergent to clean all toilets and urinals, inside and outside including seats;
- b. Clean and polish all flush meters, faucets, and exposed piping;

- c. Clean all mirrors, shelves under mirrors, and other shelves or brackets;
- d. Clean all wash basins/sinks, waterless urinals and wipe dry;
- e. Clean and polish all basin fixtures and exposed pipes underneath;
- f. Sanitize restroom floors using a germicidal detergent;
- g. Clean partitions, doors, and wall areas as needed;
- h. Fill all paper towel and fill or replace soap dispensers;
- i. Wipe clean all dispensers, walls, light switches, and trash receptacles as needed;
- j. Report any vandalism immediately;
- k. Dust mop and damp mop floor using germicidal detergent;
- l. Wet mop ceramic tile and terrazzo tile;
- m. Thoroughly vacuum all carpeted areas and walk off mats;
- n. Empty trash containers: re-line as needed with properly sized bags, wipe containers clean as necessary, and remove all trash to a designated central location for disposal;
- o. Daily shut off lights, secure windows and lock doors;
- p. Clean entrance glass and internal window glass, remove fingerprints and smudges;
- q. Return chairs, furniture, and waste containers to proper places;
- r. Spot clean carpets and furniture as needed;
- s. Run the floor scrubber on the Gymnasium floor
- t. Removal of all cobwebs and spider webs from ceilings and corners;
- u. Weekly cleaning of exterior glass doors, sidelights, and windows;
- v. Monthly dusting of all base boards, pictures frames, and other vertical surfaces of all office furniture, dusting of all molding, ledges, and windowsills, tops of partitions, trim ventilators, louvers and air registers regardless of height above floor;
- w. Monthly cleaning of all debris, dust, and dirt from fluorescent light fixtures.

VI. PRICING

Vendor's pricing is to reflect an award by BACS for one or more services described in the above Service Specifications for each facility listed, including all personnel, supplies, and equipment necessary to perform the service(s) in accordance with this RFP.

Prices are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all services.

Proposals are to include total number of man-hours and total FTEs budgeted for both labor and management. Proposals are also to include hourly rates for additional work requested by BACS that is outside the scope of services provided under this RFP.

Vendors are requested to provide a cost to supply a performance bond for the first year labor cost of the contract.

Prices must be provided for each service included in the proposal. If the Vendor is providing a proposal that includes more than one of the services above, the Vendor still must provide prices for each service. The Vendor may also provide a discounted price based on bundling the services, however, separate prices must still be provided for each area of service.

VII. VENDOR SUBMISSIONS

Vendors are to:

1. Include a summary by narrative, brochure, chart, or other means showing the Vendor's qualifications and philosophy that give the Vendor the ability to satisfy all proposal requirements.
2. Include with the proposal an audited financial report, statement, or the equivalent, for the Vendor's past three (3) fiscal years.
3. Include a summary of how staff will be structured, trained, retrained, and professionally developed.
4. Include a summary of how the Vendor will manage and process BACS' payroll.
5. Provide resumes summarizing the experience and qualifications of possible on-site managers and employees, who will primarily be responsible for the performance of the contract. The parties will both agree on qualifications necessary to fill the manager positions. BACS will require the successful managers to remain at the school for a minimum of two (2) years before being transferred, with no more than two (2) managers during the initial contract period. All managers must have the appropriate clearances described in paragraph 6.
6. Include an organizational chart showing the staffing and lines of authority of key personnel anticipated to be used in performing the contract. The Vendor shall also confirm in writing that it agrees to pay the costs associated with criminal history checks and criminal records checks required under the contract and which are accomplished in order to comply with fingerprinting and background check requirements of the Pennsylvania School Code.
7. The proposal should also include all estimated expenses to cover all costs for materials, supplies, personnel, equipment, administrative, and operating expenses. BACS desires to operate on a fixed price basis for the length of the contract. The proposal should also include any guaranteed savings. Alternative improvements to the current level of services may be included separately for consideration.

8. Provide Standard Support Service Level Agreement, standard response times, description of ticketing/tracking system, access to reporting features, ability for client to provide feedback regarding services provided and how customer feedback is shared to improve services and support.

9. Vendors are encouraged to review the Charter issued to BACS by PDE. The Charter can be found on PDE's website. For services contained in their proposal, care should be taken to assure that all proposals comply with and address BACS' obligations to PDE.

VIII. PREPARATION OF PROPOSALS

In order to ease comparability and enhance the review process, it is required that proposals be organized in the manner specified below with tabs. Failure to provide the required organized information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that any attached schedule forms be completed and returned with your Proposal in the proper organized manner as specified below. If any form is not applicable, form should be returned stating non-applicable. An original manual signature is required.

Table of Contents: Include a table of contents for clear identification of the material by section and by page number.

Tab 1 Letter of Transmittal: Write a letter of Transmittal, introducing your firm's proposal that summarizes your understanding of the project and highlights your firm's unique qualifications for delivering this solution.

Tab 2 Proposal: The proposal should address the provider's ability to meet the Service Specifications outlined in the RFP. The proposal should be concise and should address the specification requirements as outlined above.

Tab 3 Experience of Firm and Dedicated Staff: Provide a summary of your firm's experience in delivering similar solutions. Make every attempt to match experiences to specific requirements listed in this RFP in order to illustrate specific experiences that qualify your firm to deliver this solution. Also include in this section, your firm's capacity for delivering this proposed solution --specifically, available product inventory and necessary expertise.

Tab 4 References: List at least five (5) other clients for whom the Vendor has provided services similar to the Services (with preference given to clients comparable to BACS) and, for each such reference, the business name, the identification of a contact person, the title of the contact person, a telephone number and email address.

IX. METHOD OF EVALUATION

BACS' Board will consider the dollar amount of the base proposal and any guaranteed savings, along with the ability of the Vendor to perform, in determining the award of any contract. BACS expects to receive the highest quality of professional services available in the industry at a competitive cost. Other factors that shall receive considerable weight shall include, but not be limited to the following:

- a. Experience in providing charter school professional services;
- b. Reputation for meeting state and federal standards and requirements;
- c. References regarding financial viability of the Vendor;
- d. Reputation and business references for professional services and reliability;
- e. Industry credentials and certifications; the range and scope of professional services provided.

Attachment A

CERTIFICATION OF PROPOSAL

I (We) have read The Baden Academy Charter School (“BACS”) Request for Proposal (“RFP”) and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements.

I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by BACS. I (We) further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any BACS employee or Board Member other than the listed contact people in the RFP. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all attachments and addenda contained herein shall be considered part of the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

_____ Proposer’s Name

_____ Authorized Signature

_____ Name and Title

_____ Telephone

_____ Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered

Attachment B

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____ (Title) (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, shareholders, principals, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP response.

I hereby certify that:

(1) The price(s) and amount(s) of this RFP response have been arrived at independently and without consultation, communication or agreement with any other Vendor.

(2) Neither the price(s) nor the amount(s) of this RFP response, and neither the approximate price(s) nor approximate amount(s) of this RFP response, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and the price(s) and/or amount(s) will not be disclosed before RFP response opening.

(3) No attempt has been made or will be made to induce any other firm or person to refrain from RFP response ding on this contract, or to refrain from submitting a RFP response higher than this RFP response, or to submit any intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(4) The RFP response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or persons to submit an intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(5) _____, its affiliates, (Name of my firm) subsidiaries, shareholders, principals, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to RFP response ding on any public contract, except as follows:

Attachment B (continued)

I further certify that _____ understands, (Name of my firm) acknowledges, and agrees that the above representations are material and important, and will be materially relied upon by BACS in awarding the contract(s) for which this RFP response is submitted. I understand and agree, and my firm understands and agrees, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from BACS of the true facts relating to the submission of RFP response s for this contract.

_____ (Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2017

_____ My Commission Expires: Notary Public

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE. Unsigned responses will not be considered

Attachment C

VENDOR STATEMENT OF QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract? ____ Yes ____ No

- 2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
____ Yes ____ No

- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ____ Yes ____ No

- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ____ Yes ____ No

- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? ____ Yes ____ No

- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ____ Yes ____ No

- 7. License Sanctions: List any regulatory or license agency sanctions. BACS may perform a background check on respondent with all state and regulatory agencies.

_____ Authorized Representative's Signature

_____ Company Name

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered