

Center School District #58
PURCHASING-BIDS AND CONTRACTS
REQUEST FOR PROPOSAL
For
PAINTING SERVICES
RFP #PS-1

ISSUE DATE: 05/17/19

PROPOSAL DUE DATE / TIME: 06/10/19 10:00 a.m.

If the full Request for Proposal is not included, you can pull the entire document at:
<https://www.center.k12.mo.us/> (District Info, Procurement)

DIRECT ALL QUESTIONS & INQUIRES TO:

Primary Contact

Rick Carpenter

Director of Operations

E-Mail: rcarpenter@center.k12.mo.us

Secondary Contact

Belinda Meyer

Business Office

E-Mail: bmeyer@center.k12.mo.us

No phone calls shall be accepted during the solicitation posting. Email or Fax communications are the only acceptable forms of communication and shall be posed during the designated and acceptable time frame according to the RFP directive.

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1.0 Overview and District terms

1.1 General work

Center School District #58 is requesting a proposal and a statement of qualifications from qualified licensed companies to:

Complete mobilization of equipment, repair and appropriate preparation of specified surfaces, provide painting services as needed, demobilize equipment and clean areas at the conclusion of each work period.

1.2 District terms

Proposals will be date and time stamped upon receipt by the Center School District #58.

The request for proposal does not commit the District to any specific course of action.

The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

The District reserves the right to design the evaluation criteria to be used in selecting the best bid.

The District reserves the right to provide the final contract for mutual consideration and agreement.

Should any differences arise as to the meaning or intent of the specifications, the District's decision shall be final and conclusive.

If the scope of the purchase changes substantially, the district will rebid the product or service unless otherwise provided in this procedure.

The District reserves the right to reduce or increase numbers of items or services for the original request for bid/proposal/quote.

Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.

Any bid that is withdrawn after opening will sacrifice their Bid Bond and/or Cashier's Check for the full amount of the Bid Bond per requirements.

It shall be the responsibility of the selected vendor to initiate and complete the process of certification to become an approved vendor for Center School District #58. It shall be the responsibility of the vendor to provide the necessary documentation, and to verify satisfactory completion, for this certification.

Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any master service agreement or contract may defy these laws, ordinances, and policies. Any such portion of a master service agreement or contract that does defy these laws, ordinances, and policies will be considered null and void.

2.0 General Information

2.1 Original RFP Document

The Center School District #58 shall retain the Request for Proposal (RFP), and all related terms and conditions, addenda, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 Pre-Proposal Conference – 06/10/19, 10:00 a.m., 8701 Holmes.

If a pre-proposal conference has not been scheduled, Center School District #58 reserves the right to schedule a preproposal conference at a later date PRIOR to the due date of the Proposal if, in the sole judgment of Center School District #58, there is a need for such conference.

2.3 Pre-Proposal Site Visit - N/A

A site visit is required if the project is such that the vendor shall have actual knowledge of the physical situation relative to the solicitation in order to submit a valid response.

2.4 Performance and Payment Bonds

Vendors should read this document closely to determine whether a performance bond or similar requirements are indicated for this RFP. Vendors shall ensure that complete and competent evidence of such coverage is provided to Center School District #58 in their proposal package. The Bond and insurance are required to be in effect and cover 100% of the project until accepted in total by Center School District #58.

2.5 Originals/Copies - Submission Deadline and Location

The RFP and all attachments, to also include any applicable & acknowledged addenda, are to be included within the required proposal submissions which include one (1) original signature copy, marked "ORIGINAL" along with two (2) photocopies of your proposal marked "Copy 1" through "Copy 2". The signer of the PROPOSAL for the vendor shall be a legally authorized representative capable of binding, through contract, the vendor and vendor's organization. The original proposal, all attachments and all required copies may be bundled in one sealed package. Any confidential or proprietary information shall be sealed in a separate envelope within the submission envelope/package and clearly marked as CONFIDENTIAL/PROPRIETARY. Facsimile and/or Email Proposals shall NOT be accepted. All Proposals shall be submitted and received by the Facility Operations office NO LATER THAN **10:00 a.m. CST, Monday, June 10, 2019.**

Proposals shall be addressed as follows with the "Center School District #58 for Proposal #2019PS-1, Painting Services" **clearly marked on the outside of the sealed package** to:

Center School District
Attention: Rick Carpenter, Director of Operations
Bid Proposal Enclosed 2019PS-1, Painting Services
8701 Holmes
Kansas City, MO 64131

Office hours for receipt of proposals are: Monday through Friday, 8:00 A.M. through 4:00 P.M., Central Standard Time. Offers may be hand delivered, express mailed, or otherwise sent to arrive prior to the closing time.

2.6 Communication, Requests for Information

From the date of RFP issue, the sole contact between Center School District #58 and the vendor for questions, inquires, clarifications or interpretations related to the terms and conditions, process, procedures, language, and/or specifications of the RFP is the Director of Facility Operations or designee. For communication purposes all questions and inquiries regarding this document shall only be directed in writing to the attention of:

Primary Contact: Rick Carpenter

Director of Operations

Email: rcarpenter@center.k12.mo.us

Secondary Contact: Belinda Meyer

Business Office

E-mail: bmeyer@center.k12.mo.us

Questions and/or information requests may be submitted as they occur, but **NOT LATER THAN 12:00 PM CST, Wednesday, June 5, 2019**. Email questions, referencing "Questions for RFP #2019PS-1 Painting Services" on the correspondence. Questions and answers shall be posted to the website as one addendum to the solicitation. Any applicable addenda in relation to this RFP Solicitation are required to be executed and included in the vendor submission. Proposals missing addenda shall be deemed as unresponsive and therefore, disqualified from evaluation.

3.0 Payment and Retainage

3.1 Payment and Retainage

The District is exempt from sales tax and use taxes. Taxes shall not be listed in a bid/proposal/quote or on invoices. A copy of the letter exempting the District from paying these taxes is available from the District upon request by the contractor/vendor.

A payment schedule shall be decided on with the chosen contractor/vendor. Said schedule shall be part of the contract between the contractor/vendor and District.

There shall be no hidden costs associated with this bid/proposal/quote. If the contractor/vendor foresees any additional or unexpected costs or charges to be made, these charges need to be explained in the bid/proposal/quote.

Center School District #58 issues purchase orders and therefore shall be invoiced by purchase order and pay by purchase order. Applicable vendor invoices should be billed within 30 days of completion of services and/or delivery of goods.

Purchasing and payments shall be in accordance with Board policy. This procedure can be found on the District website.

4.0 Selection Process and Minimum Requirements

4.1 Vendor Requirements

Firm shall conform to the requirements listed in this request.

Vendor may use sub-contractors to fulfill any obligations within its contract, but the subcontractors must be approved by the district.

The selected firm shall have the responsibility to ensure that the products and services that are delivered to the District match the request and the specifications listed.

The firm shall have responsibility for any damage incurred during transit.

The selected firm shall not increase pricing after submitting their bid.

4.2 Prevailing Wage

Notice that the contractor must follow all current provisions of the prevailing wage law (AWO #24) and pay at least the prevailing wage law and pay at least the prevailing hourly rate of wages, as set out in the wage order, to all workers performing work under the contract.

Contractors who do not comply with the law will forfeit a penalty to the district of \$100 per calendar day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. Contractors and subcontractors will be required to complete an affidavit of compliance prior to final payment.

Contractors and subcontractors are required to report to the district the date and amount of any wage subsidy, bid supplement or rebate for employment on a public works project received within 30 calendar days of receipt of payment, as required by state law. Such subsidies, supplements or rebates are prohibited if they reduce the wage rate below the prevailing wage rate. Contractors and subcontractors who do not comply will owe the district a penalty as required by law.

4.3 Worker Background Checks

All contractor employees must have had a successful background check performed. The Contractor is to supply the school district with a list of these employees. If the contractor hires an employee during the project or after they have been awarded the contract they are to give the school district an updated list of employees once the new employee(s) have successfully passed a background check.

4.4 Safety and Health Training

All Contractors and subcontractors must provide on-site workers a ten-hour program in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations (DOLIR) that is at least as stringent as OSHA program or have documentation that the workers have previously completed the required program. Bid specifications will also include notice that failure to comply with the law will result in a penalty in the amount of \$2500 plus \$100 per employee for each calendar day the employee is employed without the required training.

4.5 Transient Employees

Notice that all bidders for contracts that may exceed \$5000 must provide a sworn affidavit and supporting documentation that affirms the bidder's participation in a federal work authorization program as well as an affidavit that the bidder does not knowingly employ any person who is an unauthorized alien who will be working on the project bid. A contractor is only required to provide the affidavits to the district on an annual basis.

Notice that "transient employers" as defined in 285.230.RSMo., must file a financial assurance instrument with the director of revenue and provide proof of compliance to the district before work begins, or otherwise provide financial security to the district as required by law. Once work begins, a transient employer must position in a prominent and easily accessible place at the worksite a clearly legible copy of:

-The notice of registration for employer withholding issued to the transient employer by the director of revenue.

-Proof coverage for worker's compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of

the Division of Workers Compensation.

-The notice of registration for unemployment security.

Bid Specifications will also state that any transient employer failing to comply with these requirements will be liable for penalty of \$500 per day of until the notice required by this section are posted as required by statute. Contractors utilizing transient employers as subcontractors are required to ensure that the subcontractors are complying with state statute.

4.6 Missouri Laborers

When applicable due to excessive unemployment in the state, notice that contractors may only utilize Missouri laborers and laborers from nonrestrictive states, unless such laborers are not available or are incapable of performing the work involved, as certified by the contractor. Nonrestrictive states are those states that have not passed laws restricting Missouri laborers from working on public projects in their states.

4.7 Vendor Licensing and Regulations

Firm must be licensed with the necessary legal entities such as the State of Missouri and the City of Kansas City to perform the above mentioned services. This includes:

Business license from the City of Kansas City.

Firm must perform the work within the legal guidelines and building codes for the City of Kansas City and the State of Missouri. This includes:

Missouri DNR rules and regulations

Firm must have experience in this this type of facility construction within the last 5 year's similar in nature to the scope of services requested herein.

Firm must provide 3 total references.

5.0 Specifications

5.1 Statement of Objective

Center School District #58 is soliciting proposals for painting services on an as needed basis.

5.2 Scope of Work

Center School District #58 is soliciting bids for painting repair services. Repair work shall include, but not be limited to, touch up work to interior and exterior walls, doors, frames, as well as exterior painting to include playground and parking lot marking. All work is to be performed at various locations in the District and at off-site locations owned or leased by Center School District #58.

5.3 Contract Duration

This contract is for 1 (one) year commencing with the 2019-2020 fiscal year, with a mutual option to renew for 2 (two) additional years, and may be a multi-vendor contract.

5.4 Evaluation Criteria

Proposals shall be evaluated on criteria deemed to be in District's best interest, including, but not limited to, cost, quality of work, references, experience, ability to meet specifications and ability to respond in a timely fashion.

5.5 Conduct of Operations

All work shall be done in a neat, clean and orderly manner by experienced, capable craftsmen. **Primary work shall be done during evenings (3:00 – 11:00 pm), or weekends.** A supervisor shall be available at all times to communicate with Center School District #58 personnel and ensure a safe and secure working site.

The jobsite shall be maintained clean at all times. All surfaces shall be properly cleaned and restored to their original condition at the completion of each job. All waste generated from the preparation or pair process shall be removed from Center School District #58 property daily. Center School District #58 shall not provide dumpster services. All fences, barricades and other items needed for protection of the public and students shall be furnished by the Contractor.

Work that shows carelessness or lack of skill in execution shall be redone by the Contractor at the Contractor's expense. No work shall be accepted until final inspection and written approval by Center School District #58 personnel.

The Contractor shall conduct the operation of this contract in a cooperative manner with the District and shall interfere as little as possible with the normal operations and functions of the District. Contractor shall work around District programs, functions and student activities. Work may include evenings, weekends and holidays.

Work is to be pursued diligently and finished at the earliest possible moment after starting. The Contractor shall advise the District of areas where work is to be performed sufficiently in advance to allow time for the District to notify employees and move vehicles.

Precautions shall be taken to avoid damage or contamination of any surface at or around the work site.

A progress schedule shall be provided by the Contractor upon request from the District.

5.6 MINIMUM SPECIFICATIONS:

All work shall be done in accordance with the scope provided by the district including the areas to be addressed as well as the product to be used.

6.0 REQUIRED PROPOSAL FORMAT AND CONTENT

6.1 Proposals

Three bound copies should be submitted on 8 1/2" by 11" paper, single sided, with consecutive page numbers.

6.2 Format

The proposal should contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

Bid/Proposal/Quote Cover Sheet

Letter of Interest

Profile and Experience

Litigation History

References

Contractor's Bid Price

Section 1: Bid/Proposal/Quote Cover Sheet

Fill out completely the Bid Cover Sheet which is the last page of this document. Place said cover sheet as the first page of the bid/proposal/quote that has been prepared for consideration.

Section 2: Letter of Interest

The proposal should be introduced with a letter of interest that includes a synopsis of the company's services and highlight the capacity to perform the work. The letter should be signed by the individual with contract signature authority for the company.

Section 3: Profile and Experience

Outline company history, scope of services offered, size of the firm, and location. Give additional detail that the company feels may elaborate on profile and experience. List out in a matrix format experience.

Section 4: Litigation History

List all litigation in the last five years, filed against the firm or firm’s employees. State the beginning and end date, each lawsuit, case, or proceeding and the judgment or resolution or anticipated judgment or resolution.

Section 5: References

Two financial references must be provided from either financial institutions or suppliers using the format below.

Reference	Contact Name	Phone Number
1.		
2.		

Five project references must be provided of which three must be schools where you have provided comparable projects (overlaps acceptable). These projects must have been engaged during the last five years. These references must be for services provided by the proposing company, not by individuals within the company who may have worked on projects while at another company. Use the format on the following page.

Reference Organization	Contact Name	Phone Number	Project Completion Date
1.			
2.			
3.			
4.			
5.			

Section 6: Contractor’s Bid Price – June 10, 2019 – June 30, 2020

7A Please indicate the billable rate, per man-hour, for the following activities.

On-site supervisor: \$_____.

Painter: \$_____.

Other: \$_____. Please explain.

Other equipment needed to perform work shall be billed at rental rate for that equipment plus _____% and the operator for heavy equipment shall be billed at \$ _____ per hour.

7B MATERIALS (TO INCLUDE PATCHING AND SANDING MATERIALS, PRIMER, PAINT, ETC.):

Please indicate the proposed markup for materials and specialized equipment used in fulfillment of this contract.

Contractor’s markup on all materials is proposed to be: material cost plus _____ %

Bid/Proposal/Quote Submitted By

Company Name

Authorized Name/Title (printed)

Authorized Signature

Contact Person for the Bid/Quote/Proposal process

Date

Telephone

Fax

Email