



Facilities

Turner USD 202

**Facilities and Grounds
5800 Metropolitan
Kansas City, KS 66106
May 17, 2022**

Request for Proposal

(This is not an order)

Invitation Number 220509

Opening:	Time:	10:00 am
	Date:	Friday May 27, 2022
On-Site Pre-Bid Meeting:	Time:	10:00 am
	Date:	Friday May 20, 2022
	Location:	1800 S. 55th Street Kansas City, KS 66106

Turner Unified School District 202 Board of Education invites your proposal for:

Summer Demolition Projects at Turner Elementary and Turner Sixth Grade Academy

Opening will be held at:

Turner USD 202
FGM Building
5800 Metropolitan
Kansas City, KS 66106

We look forward to receiving your proposal.

Sincerely,

Chris Crockett
Facilities and Grounds Supervisor
Turner USD 202
913-288-3721

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RFP 220509 Summer Demolition Projects at
Turner Elementary and Turner Sixth Grade Academy

GENERAL TERMS

Written Contract

Unless a written contract is specified in the Specific Terms of the proposal documents and a written contract enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the proposal documents shall be considered a part of the written contract.

Non-Discrimination

Vendors agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued there under by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

Compliance Report and Plan of Action for Contractors

Successful contractors may be required to fill out the "Compliance Report and Plan of Action for Contractors" Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with Kansas Act against Discrimination, K.S.A. 1972, Supp. 44-1030.

Alternate Proposals

There will be no alternate proposals or exclusions to the scope of work represented by the documents and specifications accepted for this project. Questions on the intent of the bid documents and specifications may be presented to the Owner by the end of the day on May 20, 2022. Valid questions will be answered in writing and presented to the bidders by May24, 2022.

Contractor's Representation

Each Vendor, by making his proposal, represents:

- 1) That they have read and understand the Bid Documents and Specifications.
- 2) That they have carefully examined all documents pertaining to the project's scope of work requirements, and shall provide and conduct the demolition work in a professional manner, all materials, labor, equipment, freight, etc. resulting in the final intent of the project, as represented by the documents and specifications.
- 3) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 –
 - a. The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 4.) That they have visited the site, where the performance of the work is to occur and have familiarized themselves with all existing conditions of the scope of work.

Proposal Withdrawal

A proposal may be withdrawn by written, faxed, or other documented means if received by the owner from the vendor prior to the time fixed for proposal receiving. Faxed proposal withdrawal requests will be accepted only if vendor confirms by telephone that the faxed request was received by Owner prior to the proposal opening time.

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Extension Errors

In the case of an obvious error in the extension of prices in a Bid Proposal the contractor may either honor the bid presented or the bid may be determined as unresponsive and the bid will then be withdrawn.

Pricing Period

Bids submitted shall remain valid for a period of 30 days.

Rejection of Proposals

The Vendor acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received whenever such rejection or waiver is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a contractor who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a contractor who is not qualified in the opinion of the School District, to perform within the proposal specification. The School District reserves the right to reject a proposal if the contractor failed to furnish any required bond or security, or to submit the data required by the proposal documents, or if the proposal is in any way incomplete/irregular.

Conflicting Terms

Whenever there is an apparent conflict between General Terms and the Specific Terms, the Specific Terms shall prevail.

Point of Delivery

All materials for this project should be shipped directly to the building where the performance of work is being conducted and must be removed from Turner USD 202 District Property prior to July 29, 2022 as referenced in the Specific Terms Section of this document under Liquidated Damages.

Refusal of Goods

The use of brand names and descriptions of merchandise is to indicate the minimum quality acceptable and, unless so stated, is not meant to preclude the submission of the proposals for products of equal quality. The School District reserves the right to return, at no expense, merchandise which in the opinion of the School District is in obvious non-compliance with specifications. All materials, systems, and equipment being considered by the Bidders, and differing from the Basis of Design, shall be approved by the Owner, or Manufacturer Representative prior to April 20, 2022, by means of an approved written product substitution form, on the Materials Suppliers letterhead, to be allowed and included with the bid. Either the Owner's, or Manufacturer's Representative signature shall be attached thereto any approved substitution request form.

Payment

The Contractor must file a claim for payment by the 1st of the month prior to the second Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education. 10% retainage will be held from the total balance of the overall cost until the project is complete and Owner's representative has approved.

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Sales Tax

Sales tax will not be charged on School District's purchases. When materials are purchased by a contractor for use on a school district project, the School District will obtain an exemption certificate number from the State Tax Division. Proper tax exemption certificates will be issued by the School District and the Contractor shall extend certificates to all suppliers and keep a record of same. Contractor is responsible for requesting this document from the Turner Facilities Department.

SUBMITTAL TERMS

Document Identification

Proposals must be submitted in a sealed envelope with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. Proposals must be received prior to the opening date and time. If mailed, proposals must be received by the bid date and time indicated and shall be addressed to:

Turner USD No. 202
Facility Supervisor
Attn: Chris Crockett
5800 Metropolitan
Kansas City, KS 66106

The School District shall accept no responsibility for the accidental premature opening or failure to open a proposal which is not identified as stated above.

Email Proposals

The School District will allow a Bid to be submitted by email. (When a vendor chooses to send an emailed proposal, the vendor waives their right to a sealed proposal.) When an emailed proposal is received it will be printed and placed in an envelope. The envelope will be marked with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. The emailed proposal will be opened along with the sealed proposals received at the normal proposal opening time.

The emailed proposal should be sent to: crockettc@turnerusd202.org it is strongly recommended to follow the email with a call to Diane Thomas at 913-288-3722 to verify that it was received. The email must be time stamped prior to the date and time of the bid opening.

Late Proposals

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the vendor. The School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the vendor.

Amendments by School District

Amendments to the proposal by the School District will be made by the Facility Supervisor and will be in writing.

Bid Bond

A 5% bid bond is required on any proposal equal to or exceeding \$100,000.00 and are due at the time the bid is awarded to the contractor by the Turner USD 202 Board of Education.

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SPECIFIC TERMS

Safety Standards

Material must meet all federal, state, and local safety standards and specifications in effect at the time of production. In all cases, where conflict occurs, the more stringent provision or standard will apply.

Liquidated Damages

Beginning July 29, 2022, there will be liquidated damages issued to the contractor in the amount of \$400 per day if the project is not complete. Any additional time must be agreed to in writing by the owner's representative, Chris Crockett. The total amount of Liquidated Damages will be withheld from the final payment issued to the contractor, unless the contractor has written permission from Turner USD 202 stating that the deadline can be extended due to weather or other issues that are not the fault of the contractor.

Warranty

There are no warranties required for demolition.

Award of Proposals

It is the intention of the school district administration to make a decision regarding the Award of the Project by Wednesday June 8, 2022.

Information regarding proposal awards will be made available to contractors on Wednesday June 8, 2022 or thereafter.

SPECIFICATIONS / SCOPE OF WORK

Turner Elementary Mobil Unit:

This is a portable building located on the South side of the property at 1800 S. 55th Street Kansas City, KS 66106. The contractor awarded this project will be responsible for obtaining any permitting required by the Unified Government of Wyandotte County (UG), and be responsible for terminating all utility service to this location; Turner USD 202 will help coordinate, but the contractor will need to communicate with the UG to ensure all utilities are disconnected prior to demolition taking place.

Turner Elementary Lower Office Area:

The pre-renovation survey is provided by Axiom Environmental. Axiom will also be onsite during demolition to field verify quantities of asbestos abatement that take place. Axiom will also be conducting the final clearance testing to verify levels are of an acceptable range post demolition. This scope of work includes removal of drop ceiling, non-bearing walls, abandoned piping, duct work, etc.

Turner Sixth Grade Academy Concessions Stand:

This building is no longer used and the entire structure is to be razed including any slab or footings. Turner USD 202 Grounds will handle the grading, seeding, and leveling the ground.

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Turner Sixth Grade Academy Awning and Steps:

This will be turned over to the demo contractor with the electrical disconnected. This scope of work includes the removal of the awning, footings for the awning, and steps that lead to the lower section. TUSD 202 Grounds will handle the grading, seeding, and leveling the ground.

GENERAL

General Site Conditions

The contractor awarded this project will be responsible for providing their own dumpster, portable restroom, cleaning of portable restroom, and securing their equipment, material, tools, and anything they leave on site overnight or on weekends. The contractor is also responsible for keeping the worksite neat and orderly and ensure trash is picked up daily. Any damage to district property including grass, concrete, windows, etc. will be repaired at the contractor's expense and withheld from final payment unless other arrangements are made between the winning bidder and TUSD 202 representative, Chris Crockett.

Parking, laydown, and building access area will be negotiated between the winning bidder and TUSD 202 Representative, Chris Crockett.

DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection:** The Contractor awarded this project is responsible for the protection of any materials, tools and/or equipment on site. The contractor shall hold harmless Turner USD 202 and/or employee, volunteer or representative.
- B. Hold Harmless:** The above named group, person, or organization agrees to indemnify and hold harmless Turner USD 202, it's officers, agents, servants, board members, and employees from any and all liability of whatever kind of nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using its facilities or property.

Insurance:

- A.** The following minimum coverage shall apply to this contract:
 - (a) **Workers' compensation and employers' liability:** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required.
 - (b) **General Liability:** \$2,000,000.00 per occurrences.
 - (c) **Automobile liability:** \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.
 - (d) The successful bidder must present to the Owner, prior to award, evidence of general liability insurance without any exclusionary clauses that would void the general liability coverage
 - (e) Owner, Architect and Engineer shall be added as an additional insured.

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VENDOR'S RESPONSE

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The undersigned, having familiarized himself with the attached Contract Documents, which are as follows: Proposal Bid Form, Project Bid Information, Instruction to Bidders, General Conditions, Attachments, Specifications, and Addendums; all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labors, equipment, material, tools, supervision, etc., and to complete all said work as herein specified.:

Name of Vendor _____
Address _____
City _____ State _____ Zip _____
Telephone Number _____ Date _____
Submitted by: _____

Signature: _____

**Proposal Opening, 10:00 am Friday 05/27/2022
5800 Metropolitan Ave. Kansas City, KS 66106**

Bid

**RFP #220509 Summer Demolition Projects at
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Turner Elementary Mobile Unit \$ _____

Turner Elementary Lower Office Demo and Abatement \$ _____

Turner Sixth Grade Academy Concession Building \$ _____

Turner Sixth Grade Academy Awning and Steps \$ _____

TOTAL PACKAGE ALL COMBINED \$ _____