

### **Turner USD 202**

**Facilities and Grounds** 5800 Metropolitan Kansas City, KS 66106 **January 13, 2023** 

### **Facilities**

# Request for Proposal (This is not an order)

### **Invitation Number 231501**

Opening: Time: 10:00 am

> Wednesday February 8, 2023 Date:

On-Site Pre-Bid Meeting: Time: N/A

> Date: N/A

Location: 5800 Metropolitan Ave. Kansas City, KS 66106

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

### **BEST Lock Systems for Turner High School**

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

#### **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 bid request as written in this request for proposal. Any and all material specifications must adhere to the exact Lock System referenced in the specific terms of this document. Questions regarding the specifications may be presented to the Owner by the end of the day on February 1, 2023. Valid questions will be answered in writing and presented to the bidders by February 3, 2023.

#### **Contractor's Representation**

Each Vendor, by making his proposal, represents:

- 1) That they have read and understand the request for proposal.
- 2) That they have carefully examined all documents pertaining to the project and shall provide all materials, equipment, freight, etc. resulting in the final intent of the project, as represented in this request.
- 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 material, and equipment being requested.

#### **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.

#### **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 60 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 shall be shipped to: Turner USD 202 Facilities Attention: Eric McIntire 5800 Metropolitan Ave. Kansas City, KS 66106

#### **Refusal of Goods**

Any equipment or material that is provided must be the BEST lock system brand or function with the BEST lock System, all others will be refused. 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 prior to February 3, 2023 by means of an approved written product substitution form, on the Materials Suppliers letterhead, to be allowed and included with the bid. The Owner'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.

#### 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: <a href="mailto:crockettc@turnerusd202.org">crockettc@turnerusd202.org</a> it is strongly recommended to follow the email with a call to Shannon Schmitt 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.

#### **SPECIFIC TERMS**

#### **Factory New**

All goods, products, materials, and equipment pursuant to this proposal shall be factory new and unused.

#### **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.

#### **Substitutions**

Any "or equal" substitutions must be demonstrated to the School District's Facility Supervisor. All materials and equipment being considered by the Bidders, and differing from the Base of Design, shall be approved by the Owner prior to February 3, 2023 by means of an approved written product on the substitution form, on the Materials Suppliers letterhead, to be allowed and included with the bid. Wither the Owner Representatives signature shall be attached thereto any approved substitution request form.

#### **Liquidated Damages**

Liquidated Damages Are Excluded from this Request for Proposal.

#### Warranty

Submitted proposals must include a one-year warranty on equipment, materials, and fixtures.

#### **Award of Proposals**

It is the intention of the school district administration to make a decision regarding the Award of the Project by Wednesday February 22, 2023.

Information regarding proposal awards will be made available to contractors on Wednesday February 22, 2023 or thereafter.

#### **SPECIFICATIONS**

- A. Sufficient size to permit door to swing 180 degrees Mortise Type Locks and Latches:
- 1. Tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C.
- 2. Furnish UL or recognized independent laboratory certified mechanical operational testing to 4 million cycles minimum.
- 3. Fit ANSI A115.1 door preparation
- 4. Functions and design as indicated in the hardware groups
- 5. Solid, one-piece, 3/4-inch (19mm) throw, anti-friction latchbolt made of self-lubricating stainless steel
- 6. Deadbolt functions shall have 1 inch (25mm) throw bolt made of hardened stainless steel
- 7. Latchbolt and Deadbolt are to extend into the case a minimum of 3/8 inch (9.5mm) when fully extended
- 8. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated
- 9. Provide sufficient curved strike lip to protect door trim
- 10. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers that contain a hollow cavity are not acceptable
- 11. Lock shall have self-aligning, thru-bolted trim
- 12. Levers to operate a roller bearing spindle hub mechanism
- 13. Mortise cylinders of lock shall have a concealed internal setscrew for securing the cylinder to the lockset. The internal setscrew will be accessible only by removing the core, with the control key, from the cylinder body.
- 14. Spindle to be designed to prevent forced entry from attacking of lever
- 15. Provide locksets with 7-pin BEST cylinders
- 16. Each lever to have independent spring mechanism controlling it
- 17. Core face must be the same finish as the lockset.

### **Specifications Continued**

- B. Cylindrical Type Locks and Latchsets:
- 1. Tested and approved by BHMA for ANSI A156.2, Series 4000, Operational Grade 1, Extra-Heavy Duty, and be UL10C listed.
- 2. Fit modified ANSI A115.2 door preparation.
- 3. Locksets and cores to be of the same manufacturer to maintain complete lockset warranty
- 4. Locksets to have anti-rotational studs that are thru-bolted
- 5. Keyed lever shall not have exposed "keeper" hole
- 6. Each lever to have independent spring mechanism controlling it
- 7. 2-3/4 inch (70 mm) backset
- 8. 9/16 inch (14 mm) throw latchbolt
- 9. Provide sufficient curved strike lip to protect door trim
- 10. Outside lever sleeve to be seamless, of one-piece construction made of a hardened steel alloy
- 11. Keyed lever to be removable only after core is removed, by authorized control key
- 12. Provide locksets with 7-pin removable and interchangeable BEST core cylinders.
- 13. Hub, side plate, shrouded rose, locking pin to be a one-piece casting with a shrouded locking lug.
- 14. Locksets outside locked lever must withstand minimum 1400 inch pounds of torque. In excess of that, a replaceable part will shear. Key from outside and inside lever will still operate lockset.
- 15. Core face must be the same finish as the lockset.
- 16. Functions and design as indicated in the hardware groups.
- C. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system.

Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.

#### **Specifications Continued**

- D. Cylinders, removable and interchangeable core system: Match Existing Best 7-pin Key System.
- E. Permanent keys and cores: Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."
- F. Transmit Grand Masterkeys, Masterkeys and other Security keys to Owner by Registered Mail, return receipt requested.
- G. Furnish keys in the following quantities:
- 1. 1 each Grand Masterkeys
- 2. 4 each Masterkeys
- 3. 2 each Change keys each keyed core
- 4. 15 each Construction masterkeys
- 5. 1 each Control keys
- H. Turner USD No. 202 will instruct the general contractor or door supplier as to the specific BEST keyway that will be supplied for the project. The contact at Turner USD No.202 is Mr. Chris Crockett (913) 288-321. crockettc@turnerusd202.org.
- I. Keying Schedule: Arrange for a keying meeting, and programming meeting with Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements.

33 each 9K3 7IN 15D S3 626 ATB BEST Intruder Function

50 each 9K3 7B 15D S3 626 ATB BEST Office Function

55 each 9K3 7D 15D S3 626 ATB BEST Storeroom Function

13 each 8T 37K STK 626 BEST Single Keyed

2 each 8T 37M STK 626 BEST Double Keyed

55 each 1E74 C4 RP3 626 BEST Mortise Cylinder

170 each 12E72 RP 626 BEST Rim Cylinder

#### **GENERAL**

#### 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.

# <u>VENDOR'S RESPONSE</u> RFP# 231501 BEST Lock System for Turner High School

Having carefully examined the specifications, the undersigned proposes the following:

Name of Vendor		
Address		
City	State	Zip
Telephone Number _	D	ate
Submitted by:		
Signature:		
	• • •	am Wednesday 02/08/2023
	5800 Metropolitan Ave	. Kansas City, KS 66106
	•	Bid
Tota	•	<u>Bid</u>