

Turner USD 202

Facilities and Grounds 5800 Metropolitan Kansas City, KS 66106 October 20, 2021

Facilities

Request for Proposal (This is not an order)

Invitation Number 212110

Opening:

Time:

10:30 am

Date:

Tuesday November 09, 2021

On-Site Pre-Bid Meeting: Time:

Date:

10:30 am Tuesday October 26, 22021

Location:

5800 Metropolitan Ave. Kansas City, KS 66106

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

Parking Lot Repairs District Wide

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 are no alternate proposals accepted for this project.

Contractor's Representation

Each Vendor, by making his proposal, represents:

- That they have read and understand the Instructions and Specifications.
- 2) That they have carefully examined all proposal documents pertaining to the equipment.
- 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.

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 proposal, the unit price shall govern.

Pricing Period

All prices submitted in this proposal document 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 the Submittal or 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 the work is being requested at.

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.

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 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 proposal 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.

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 Contractors

Proposal amendments must be made in writing. Proposals may not be amended verbally. The contractor bears the same responsibility for delivery of proposal amendments as for the original proposal document. All amendments must be clearly marked as such and must arrive prior to the proposal opening. Any attempt to make additions, deletions, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bond and/or rejection of the proposal.

Amendments by School District

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

SPECIFIC TERMS

Factory New

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

Asphalt used to patch any project tied to this request must be filled with HOT MIX and be of Virgin Quality. NO COLD PATCH IS ALLOWED.

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.

Warranty

Submitted proposals must include a one-year warranty on workmanship.

Award of Proposals

It is the intention of the school district administration to make a decision regarding the awarding of the equipment by Wednesday November 17, 2021.

Information regarding proposal awards will be made available to contractors on Wednesday November 17, 2021.

SPECIFICATIONS

See attached project plan sheets provide by MKEC Engineers for specifications. Unified Government standard technical specifications shall apply unless otherwise stated.

Unit Cost pricing is requested

Pricing is expected to be provided in cubic yard measurement for mill and saw cut patching in various parking lots throughout Turner USD 202. Pricing requests are in various measurements to protect the contractor from over or under calculating the work. When the winning bidder is selected, a written quote will need to be provided for each job Turner USD 202 calls them out for. The unit pricing provided is expected to remain consistent through August 2, 2022.

Mobilization is defined by individual calls to Turner USD 202; however, there could be one call that is schedule for two or more buildings that are expected to be under one mobilization charge.

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.

VENDOR'S RESPONSE

RFP# 212010 Parking Lot Replacement Journey School of Choice

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

Name of Vendor			
City	State	Zip	
Telephone Number	Date		
Submitted by:	-		
Signature:			
	Proposal Opening, 1	10:30 am Tuesday 11/09/2021 Ave. Kansas City, KS 66106	
	List any exceptions and	attach them to this proposal forn	<u>n.</u>
		<u>Proposal</u>	
Mobilization Fee \$	Per call		
2" Mill Patch Unit Costs: 0-500 SY's	\$SY	8" Mill Patch Unit Costs: 0-500 SY's	\$S\
501-1,000 SY's	\$SY	501-1,000 SY's	\$S\
1,001 - 1,500 SY's	\$SY		\$ S\
1,501 – 2,000 SY's 2,001 SY's & Greater	\$SY	1,501 – 2,000 SY's	\$\$\
2,001 St S & Greater	\$ SY	2,001 SY's & Greater	\$\$\
6" Subgrade Remediation w	/ 6" rock base Unit Costs:		
0-500 SY's	\$SY		
501-1,000 SY's	\$ SY		
1,001 - 1,500 SY's	\$SY		
1,501 – 2,000 SY's	\$SY		
2,001 SY's & Greater	\$SY		
2" Mill & Overlay Unit Costs	:		
501-1,000 SY's	\$SY		
1,001 - 1,500 SY's	\$SY		
1,501 – 2,000 SY's	\$ SY		
2,001 SY's & Greater	\$ SY		