

Dunklin R-5 School District

Request for Proposals Taylor Early Childhood Door Project

I. GENERAL CONDITIONS

ALL INTERESTED PARTIES SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS SHALL BE EXPECTED TO OBSERVE THE CONDITIONS AND REQUIREMENTS SET FORTH IN THESE GENERAL CONDITIONS. SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

DEFINITIONS:

“District”	Dunklin R-5 School District, a public school district located in Jefferson County, Missouri.
“Proposal”	An offer to furnish services and materials in accordance with the request for proposal, the general conditions, and specifications.
“Proposal Form”	The form on which the Interested Party submits his/her proposal.
“Interested Party”	Any individual, company, or corporation submitting a proposal.
“Successful Interested Party”	Any Interested Party to whom an award is made by the Group. Such parties are also referred to as “Contractor.”
“Specifications”	The description of materials, supplies and/or services requested.

PROPOSALS:

- 1) All proposals must be submitted in writing and in accordance with instructions provided by the District.
- 2) Proposals received after the time stated in the notice to Interested Parties may not be considered. Such proposals will be returned unopened to the Interested Party. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Interested Party assumes responsibility for having his proposal deposited on time at the place specified.

- 3) General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- 4) The submission of a proposal will be construed to mean that the Interested Party is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
- 5) No charge will be allowed for federal, state or municipal sales and excise taxes because the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 6) In all specifications, the words “or equal” are understood to follow each item description. The decision of the District as to whether an alternate or substitution is in fact “equal” shall be final.
- 7) Prices shall be net, including transportation and delivery charges, to the destinations indicated in the proposal. Title shall not pass until items have been delivered to and accepted by the District.

DETAILED SPECIFICATIONS

REMOVAL AND REPLACEMENT OF THE INTERIOR DOORS AT THE TAYLOR EARLY CHILDHOOD CENTER:

It is the intent of the District to contract with an Interested Party for removal and replacement of doors. Work included would be:

Taylor Building:

- Removal and disposal of existing doors and jambs at the main building consisting of eighteen (18) single doorways and three (3) sets of double doorways.
- Install metal door jambs.
- Install Red Oak clear finish doors with tempered glass vision kit.
- Cylindrical lock prep (locks provided by and installed by district).
- Include Commercial hinges.
- Install surface mounted closer with regular arm.
- Includes painting new steel jambs, anchoring, and caulking to existing block walls.

Butterfly Building:

- Removal and disposal of five (5) existing doors, Install Red Oak clear finish doors tempered glass vision kit. removal of side panel, and replaced with double doors at the adjacent Butterfly building.
- Cylindrical lock prep (locks provided by and installed by district).
- Reusing existing jambs

Bidder to Provide an Alternate Bid for Intruder Lock

WORK INCLUDED:

The Contractor shall furnish all labor, materials and equipment necessary to perform any services under the Contract, with direction from the District.

DOCUMENTS:

All Interested Parties are required to use the Proposal Form furnished by the District when submitting their proposals. Envelopes should be marked "Taylor Early Childhood Door Project" when submitted, with the information requested on the face of the envelope, as set forth in the "Instructions to Interested Parties". Bids are due May 28, 2019 with a bid opening at 1:00 p.m. on May 28, 2019. All bidders must be able to e-verify.

PERSONAL EXAMINATION:

Interested Parties are required to satisfy themselves, by personal examination and inspection of the sites upon pre arranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract. **The District Central Office should be contacted to schedule any examination of the premises.**

No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor's failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.

AUDITING:

The proposal shall acknowledge the District's legal right to conduct an appropriate audit of the books and records maintained by the Vendor in connection with the goods and services provided under the Contract with the District.

MATERIAL LISTED:

Each Interested Party shall submit, in spaces provided, the exact names of the various items on which it is submitting proposals. Items shall be clearly marked and fully describe any variations from that specified.

INSURANCE:

The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability and completed operations and property damages, in an amount not less than \$2,000,000 for each claim and \$4,000,000 for each occurrence during the Term, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$2,000,000 combined single limit. The Contractor will also keep in force and effect throughout the Term workers' compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing the Contractor's insurance coverage and naming the District as an additional insured shall be delivered to the District upon execution of the Contract. In an addition a bid bond needs to be included for 5% of the bid price.

INDEMNIFICATION AND HOLD HARMLESS:

The Contractor shall indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers, provided, however, that the Vendor shall not be required to indemnify for the following:

- (a) acts or conduct by third parties, other than the District and its Board of Education, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- (b) claims where the District has failed to give adequate, prompt written notice thereof to the Vendor;
- (c) claims settled without the prior written consent of the Vendor; or
- (d) acts of intentional misconduct or negligence by the party to be indemnified.

CONFLICT OF INTEREST:

The Contractor hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit from.

INDEPENDENT CONTRACTORS:

The District and the Contractor are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act of omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the laws of the State of Missouri. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Missouri, County of St. Louis.

COMPLIANCE WITH DISTRICT REGULATIONS:

The Contractor shall cause all persons performing work on behalf of Contractor at the District to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Contractor.

The Contractor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Contractor shall cause all persons performing work to comply with such modifications.

ADDITIONAL INFORMATION:

Should an Interested Party require additional information with regard to the goods and services requested in this proposal or the terms and conditions of same, the Interested Party should contact:

Dr. Clinton J. Freeman or Mr. Steve Copeland
497 Joachim Ave
Herculaneum, MO 63048
636-479-5200

General Information:

1. The "Request for Proposal" form must be completed and submitted. Additional information may be included as an attachment.
2. All proposals shall be submitted by May 28, 2019 and addressed to Dr. Clinton J Freeman, 497 Joachim Ave. Herculaneum, MO. 63048. Proposals should be submitted and packaged in an envelope entitled Taylor Early Childhood Door Project. Bids will be open at 1:00 p.m. on May 28, 2019 at Central Office.
3. Proposals will be reviewed by District Administration and it is the intent of the District to make a recommendation to the Board of Education at the June 18, 2019.
4. All work to be completed no later than August 5, 2019

Request for Proposal

1. Student/teacher incentives (please list)

2. Sponsorship funding with specific dollar amounts (please list)

3. Other benefits provided by the vendor (please list):

Company

Representative Signature

Representative Title