



REQUEST FOR PROPOSAL

	GOODS / SERVICE AREA: PAINTING PROJECT at Affton Senior High Auditorium
BID OPENING: Date: NOVEMBER 19, 2018 Time: 2:00 P.M. Central Time Location: Affton School District Administration Building 8701 Mackenzie Road Saint Louis, MO 63123	CONTRACT PERIOD: N/A
ADDRESS INQUIRIES TO: David Walters, Director Facilities and Grounds PH: (314) 633-5925 FAX: (314) 631-0030 Affton Administration Building 8701 Mackenzie Road Saint Louis, MO 63123	RETURN BID TO: Affton School District Administration Building 8701 Mackenzie Road Saint Louis, MO 63123

This **REQUEST FOR PROPOSAL** contains the following:

1. **INFORMATION FOR VENDORS** -- The section referred to as "Information for Vendors" contains general information about the District's business and bid procedures. Please keep this section for future reference.
2. **SPECIFICATIONS AND BID FORM** -- The section referred to as "Specifications and Bid Form" contains information specific to the goods and/or services in the Request for Bid. Please complete and sign this section and return to the Affton School District Business Department for evaluation.

AFFTON SCHOOL DISTRICT BUSINESS OFFICE

INFORMATION FOR VENDORS

IB-1 BID PROCEDURE - GENERAL INFORMATION

Listed on the enclosed "Specifications and Bid Form" are items for which Affton School District is seeking bids for a specified period of time. VENDORS NEED ONLY RETURN THE SPECIFICATIONS AND BID FORM SECTION. VENDORS ARE NOT REQUIRED TO INCLUDE THIS SECTION TITLED, "INFORMATON FOR VENDORS" IN BID SUBMITTAL

1. **Sealed bids must be received at the Business Office only (no other location permitted), 8701 Mackenzie Road, Saint Louis, MO 63123, no later than the date and time of the bid opening, at which time all bids will be publicly opened and read. NO EXCEPTIONS.** Late bids will be rejected and returned unopened to the vendor.
2. If the District is unexpectedly closed on the scheduled bid opening date due to weather or other unforeseen circumstances, the bid opening will automatically occur on the next working day at 11:00 a.m. Central Time.
3. Bids may not be withdrawn after scheduled closing time for the receipt of bids. Errors or omissions can be corrected by a telephone call with a follow-up in writing until the time of bid opening. Bid proposals shall then be deemed final, conclusive and irrevocable, and shall not be subject to correction or amendment. In case of apparent error, if the supplier requests to be released and the district awards their request, the award shall be made to the next low or best bidder meeting the specifications.

IB-2 AGREEMENT MODIFICATION

1. **THE WORDING OF THIS SPECIFICATIONS AND BID FORM SHALL NOT BE CHANGED OR ALTERED IN ANY MANNER.** Vendors taking exception to any clause, in whole or in part, should do so by listing said exceptions on company letterhead and submitting them as an alternate bid. Said exceptions may or may not be honored by the District. Alternate bids should be clearly marked "Alternate Bid" and submitted on vendor letterhead.
2. The Specifications and Bid Form expresses the conditions under which bids are solicited. Any modification thereto by the District shall be in writing and mailed to all firms on the vendor mailing list prior to the deadline for submitting bids.

IB-3 FINANCIAL ABILITY

The District reserves the right to require the successful vendor to file proof of his ability to properly finance and execute the agreement, together with his record of successful completion of similar agreements. The District reserves the right to defer the acceptance

of any proposal and the execution of an agreement for a period not exceeding ninety (90) days after the date of opening the bids.

IB-4 COMPANY REFERENCES, SUBCONTRACTING AND WARRANTIES

1. The District may request at least three (3) references, preferably educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.
2. Please attach a statement indicating whether your company proposes to use subcontractors for any aspect of the contract and identifying the proposed subcontractor in detail. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.

IB-5 ADDITIONS

New items added to the original bid list will be forwarded to the vendors by the Business Office. Vendors will bid under the same terms and conditions of the original bid. Thereafter, all additions will become part of the original bid process.

IB-6 EVALUATION

1. Upon receipt and after opening, all bids will be evaluated by the District. Additional information necessary to the evaluation process will be requested from the vendor, where appropriate.
2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.
3. Sufficient inventory of specified items may be required to be maintained by the vendor during the agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the bid.

IB-7 BASIS OF AWARD

1. The District's policy is to award a bid based upon the "lowest and best" bid/proposal. However, the District will also strive to select equipment and supplies, which best fulfill the District's overall needs. In making the award, the District will include but not be limited to the following factors for consideration:
 - the extent to which the items bid meet or exceed specifications and function;
 - the vendor's ability to supply all or most items required;
 - the vendor's commitment to maintain a sufficient supply of items needed by the District;
 - any prior experience or history between the District and vendor;
 - the financial strength of the company; and

- other factors deemed significant by District officials.
2. The District reserves the right to reject any and all bids for any reason; to accept any bid which it deems to be in its best interest; and to reject all bids and solicit new bids. The District reserves the right to waive any technicalities and requirements in this Specifications and Bid Form.
 3. The District also reserves the right to award various portions of the contract to different vendors. In other words, the District shall have the discretionary right to select any or all of the items bid at the bid price. Vendors may exclude items listed when submitting their bids. However, favorable consideration will be given to those vendors, which can supply all, or most of the items listed.
 4. The bid constitutes an offer to the District to supply some or all of the items included in the bid. Absent acceptance of part or all of the bid by the District, the District is in no way obligated to the vendor. The District will promptly notify all successful vendors of any action to be taken. Others should contact District officials for information about the award.
 5. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of such circumstances include, but shall not be limited to: budget/financial considerations; vendor service/product no longer required; and unsatisfactory vendor performance, etc.
 6. The Terms and Conditions are applicable to, incorporated in, and made part of all Requests for Proposals issued by the school district and applicable to, incorporated in, and made a part of all purchase orders.

IB-8 POOR OR NONPERFORMANCE

1. During the term of the contract, the District may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District shall give the vendor written notice fifteen (15) days prior to termination. The District may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as requested.
3. The quality of goods, products, materials, equipment, workmanship, and services shall be as described and must be to the satisfaction of the district representative. He shall have full power and authority to reject any materials furnished that, in his opinion, is not in strict conformity with the specifications, or equal in every respect to the exact item described therein. All goods, products, materials, and equipment furnished shall be factory new and any deviation there from will constitute just cause for rejection unless otherwise specified.

IB-9 DOMESTIC PRODUCTS PROCUREMENT

1. The Affton School District encourages its staff to purchase or lease products manufactured, assembled, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.
2. It is also the policy of the Affton School District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)

IB-10 BILLING AND PAYMENT

1. The vendor will submit invoices directly to the Affton School District Business Office, 8701 Mackenzie Road, Saint Louis, MO 63123. Each invoice must show the District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped. Invoices will not become due and payable until all items listed on the invoice are received complete.
2. All shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped.
3. Payments will be made in accordance with Affton School District payment cycles.

IB-11 DELIVERY

1. All equipment shall be delivered as specified on the District's purchase order.
4. All deliveries will be F.O.B., destination, freight allowed, Affton School District Business Office, 8701 Mackenzie Road, Saint Louis, MO 63123.

IB-12 PRICE ADJUSTMENT

- A. Price increases will not be paid or approved without a 30-day notice and approval by the Chief Financial Officer. An escalation increase in price will be for cost only. A percentage increase on profit and overhead will not be acceptable.
- B. Deletion of Items - The District reserves the right to delete any or all escalated items from the agreement if the item(s) can be purchased more economically from another source.

IB-13 COLLUSION CLAUSE

By submission of this bid, each vendor, anyone signing on behalf of a vendor, and in the case of a joint bid, each party thereto, certifies under penalty of perjury, that to the best of his knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
3. No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

IB-14 TAX EXEMPT STATUS

The contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

As set forth in 144.062 RSMo and 144.030 RSMo, contractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for" the Owner are exempt from paying sales tax. The official State Tax exemption certificate will be furnished to the contractor. The quoted phrase was taken directly from the statute.

IB-15 "OR EQUAL"

Whenever a material, article or piece of equipment is identified in the specifications by reference to manufacturers' trade name(s) etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform the duties imposed will be considered equal provided the material, article or equipment so proposed is, in the opinion of the Business Office or using department, of equal substance and function. However, in some instances, the District will insist on specific brand names to meet District needs and requirements and will not permit "substitutes" or "or equals."

IB-16 TOBACCO FREE ENVIRONMENT

Affton School District has adopted a tobacco free policy effective August 18, 2009. No tobacco products may be used in the facilities or on the grounds

IB-17 INDEMNIFICATION

To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District and agents and employees of the District from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

IB-18 SECURITY IDENTIFICATION

All contractor or subcontractor employees working on project sites may be required to obtain security identification badges before coming to the project site. Badges may be obtained by contacting the Business Office at 8701 Mackenzie Road, Saint Louis, MO 63123. Please contact Dave Walters, Director of Buildings and Grounds at 314-633-5925 for additional information.

To obtain a security identification badge, the contractor or subcontractor employee shall be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.). During normal working hours, employment confirmation may be made by a confirming telephone call to the company.

Security identification badge must be kept with the contractor or subcontractor employee and prominently displayed while they are on the project site. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the contractor or subcontractor employee as the employee carries out the work.

If the contractor or subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the contractor or subcontractor employee shall promptly present the security identification badge to any employee of the owner that requests to see the security identification badge. Failure to promptly present the security identification badge shall be grounds for instant removal of the contractor or subcontractor employee from the project site until the security identification badge can be presented. If the contractor or subcontractor employee fails to present the security identification badge a second time, the owner may request the contractor or subcontractor employee to be removed from the project site permanently.

IB-19 REQUIRED COMPLIANCE (as related to on site work or services)

The contractor shall comply with the statutory policy of the State of Missouri stating, "Not less than the prevailing hourly rate of wages shall be paid to all workers performing work under this contract." Section 290.250 RSMo. Note: FINAL PAYMENT WILL NOT BE PAID UNTIL THE ATTACHED AFFIDAVIT -- COMPLIANCE WITH THE PREVAILING WAGE LAW FORM # PW-4 IS FILLED OUT COMPLETELY AND SENT IN WITH PAY REQUEST / INVOICE.

IB-20 PERFORMANCE BOND PAYMENT AND PAYMENT BOND

If the proposal exceeds \$10,000, the contractor shall submit with the proposal a cashier's check, certified check or acceptable bidder's bond payable to the school district in an amount not less than 5% of the amount of the bid submitted, as a guarantee that if awarded the contract the bidder shall promptly enter into a contract and execute such bonds as required. The owner shall require the successful bidder to furnish a Performance Bond and Labor and Materials Payment Bond. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The bonds shall be written in the amount of 100% of the total contract price. The Contractor shall deliver the required bonds to the Owner no later than three (3) days following the date the agreement is entered into, or if the work is to be commenced thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owners that such a bonds will be furnished.

The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than prevailing rate for any work done under the contract by the contractor or by any subcontractor" (See section 290.250, RSMo, enclosed in the laws section.) For detailed information on rules an occupational titles, see 8 CSR 30-3.010 through 3.060 (enclosed in the laws section, Code of State Regulations-Prevailing Wage rules).

SUPPLIER acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. SUPPLIER represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that SUPPLIER does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

Pursuant to Section 292.675 RSMo the contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.

"The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training." See section 292.075, RSMo, enclosed in the laws section.)



Steven Fedchak
Chief Financial Office

TERMS AND CONDITIONS

1. CONTRACTORS LIABILITY INSURENACE

Prior to the commencement of any work, and prior to the performance of any service. Contractors shall satisfy the following insurance coverages, and shall maintain then in force until his work is completed and accepted for final payment. The insurance carriers and their policies shall be subject to Affton School District approval.

1. WORKMAN’S COMPENSATION:

State	Statutory
Applicable Federal	Statutory
Employer’ Liability, minimum	\$100,000 minimum
Benefits Required by Union Labor Contracts	As applicable

2. Comprehensive General Liability (including Premises Operations; Independent Contractor’s Protective; Products and Completed Operations; Broad Form Property Damage):

BODILY INJURY	
Each occurrence	\$1,000,000
Aggregate	\$1,000,000
PROPERTY DAMAGE	
Each occurrence	\$ 500,000
Aggregate	\$1,000,000
In lieu of the above Bodily Injury and Property Damage limits, Contractor/Subcontractor may provide Combined Single Limits Bodily injury/Property Damage Liability of:	
Each occurrence	\$1,000,000
Aggregate	\$1,000,000

Property Damage Liability shall include coverage for Explosion, Collapse, and Underground hazards.

3. CONTRACTUAL LIABILITY (Hold Harmless Coverage):

During the performance of the contract, the contractor shall indemnify and hold harmless the Owner, Owner’s agents, servants, and employees against all loss, damage or expense which they may sustain or become liable for on account of damage to or destruction of property, resulting from the performance of work under the contract by the Contractor or his Subcontractors or any employee of any them, or Owners, or due to the condition of the premises or other property of the Owner, or due to the Contractor, upon, about, or in connection with which any work incident to the performance of the contract is performance of the contract is carried on.

4. PERSONAL INJURY, with Employment Exclusion deleted:
Aggregate, Each person
(With Employment Exclusion deleted) \$1,000,000

5. BUSINESS AUTO LIABILITY: (including owned, nonowned and hired vehicles.)
BODILY INJURY:
Each occurrence \$1,000,000
PROPERTY DAMAGE:
Each occurrence \$1,000,000

- In lieu of the above Bodily Injury and Property Damage limits,
Contractor/Subcontractor may provide Combined Single Limits Bodily
Injury/Property Damage Liability of:
Each occurrence: \$1,000,000
Aggregate: \$1,000,000

6. UMBRELLA LIABILITY (Over primary auto, GC, WC):
Each occurrence: \$1,000,000
Aggregate: \$1,000,000

7. COMPLETED OPERATIONS AND PRODUCT LIABILITY:
Maintain a minimum of three (3) years after final payment.

8. XCU COVERAGE (Exclusion, Collapse, and Underground):
Remove exclusion.

Before exposure to loss may occur, the contractor shall file with the Owner two certified copies of the policy or policies providing this property insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior to written notice has been given to the Contractor.

AFFTON SCHOOL DISTRICT

GENERAL INFORMATION

1. The contractor may visit the school any weekday between 7:00am and 3:30pm – check in with the office and the custodian can take you around. Contractor is to include all labor, materials and equipment to complete the job.
2. Installation to be scheduled with Dave Walters at the Administration Building, 314-633-5925, who will coordinate with the school staff.
3. Bidder shall promptly notify the school district of any inconsistency, ambiguity, or error, which may be discovered upon examination of the specifications or site.
4. The contractor shall be responsible for repair of his damage to property on or off the project occurring during installation and all such repairs shall be made to the satisfaction of the school district.
5. All rubbish and debris resulting from the contractor’s work shall be cleaned up as required and removed from the building. The premises shall at all times be kept in a clean, safe, and workmanlike manner. School district dumpsters are not to be used.
6. Contractor is to provide a one-year warranty on all parts, labor, and installation.
7. Contractor is to provide a list of three references for similar or equal jobs with name and phone number of contact person.
8. All workers/ visitors need to check in at building front office
9. All school district property is “smoke free”.
10. Parking areas, tool and equipment storage areas, dumpster locations, restrooms to be used, staging areas, break areas, etc., will all need to be coordinated with Dave Walters.
11. No profanity to be used on school district property.
12. No fraternizing with students, staff or residents, or any lewd comments made.
13. No alcoholic beverages or any other controlled substances are allowed on school district’s property.
14. Proper attire to be worn by all workers; shirts are mandatory and are to have no profanity on them.
15. No ladders, tools, equipment, or other such District owned property will be permitted to be used by this contractor.
16. Any floor access plates, roof hatches, or other such hazards will not be left open and unattended unless properly marked and barricaded to prevent accidental injury.
17. No bid will be accepted unless bidder had gone through pre-bid walk thru with Dave Walters.

AFFTON SCHOOL DISTRICT

SCOPE OF WORK

Work by the contractor includes all labor, materials, and equipment necessary to complete all work per this bid specification and plans. It is intended that the contractor shall provide a working installation complete in every detail and all items necessary for such complete installation shall be furnished whether specifically mentioned or not.

All work to be performed in a thorough and workmanlike manner by mechanics skilled in their respective trades, using materials specified, or materials approved by the school district as equal in quality, capacity, and performance to those specified.

All work will meet all requirements, codes, and regulations of the highest governing body whether it is St. Louis County, the State of Missouri, or the Federal Government, Boca, NFPA, local Fire Department, or any other governing body.

Any necessary permits and fees are the responsibility of the contractor.

INTERFERENCE WITH OPERATION

The contractor shall confine his activities to the area set aside for him to do his work and shall not interfere with any of the owner's activities. The contractor will not be permitted to store material except within the areas as directed by the owner.

Should any disturbance of existing installation be necessary, the contractor shall so inform the owner well in advance of the time contemplated for the disturbance. After a plan acceptable to the owner has been formulated, the contractor shall keep in close personal contact with the work to see that it is executed in accordance with the agreed procedure.

All equipment and materials stored at the job site shall be protected from theft and vandalism at the contractor's expense.

The contractor is responsible for the removal and disposal of any rubbish and debris from the job site. School district dumpster is not to be used.

Prior to final acceptance, the contractor shall restore all areas affected by his work to original state of cleanliness and shall repair all damage to premises and grounds caused by his workmen and equipment.

All work will be completed by January 1, 2019.

AFFTON SCHOOL DISTRICT

SPECIFICATIONS

1. Properly sand and prep all surfaces to be painted per paint manufacturers specifications. Walls, ceilings, overhangs, doors, frames hand rails, etc.
2. Repair any damaged walls and ceilings so that repairs will not show after painting is completed.
3. Sheen to match the existing sheen.
4. Caulk, prep and finish paint all hollow metal doors and door frames.
5. Prep and finish paint all hand rails.
6. Clean, prep and finish paint all H.V.A.C vents.
7. Ceiling paint to be PPG Porter acrylic latex flat.
8. Walls and all metal materials to be PPG Porter waterborne pre-catalyzed epoxy.
9. Colors to be selected by owner.
10. Remove and replace any existing banners, signage, etc.
11. Any second shift, third shift and or overtime work needed to complete the project within the designed time frame is part of this contract.
12. Work to start on or about Monday, December 10, 2018 and be completed Friday January 11,2019.

AFFTON SCHOOL DISTRICT
Board of Education

The undersigned herewith proposes and agrees to furnish and deliver to the Board of Education, in accordance with the stated specifications and all the terms and conditions herein set forth, the project as stated in the attached specifications.

BASE BID \$ _____

Any deviation from the specifications must be stated.

Acknowledgment of Addendum No. _____ dated _____.

Acknowledgment of Addendum No. _____ dated _____.

SUBMITTED BY: _____ DATE: _____

ADDRESS: _____ ZIP CODE: _____

TELEPHONE #: _____

E-MAIL ADDRESS: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

