



# Request for *proposal*

## INSTALLATION OF FREEZER RFP# 2017-PUR-016

PROPOSALS MUST BE RECEIVED BY:  
**11:00 AM (CST) ON MONDAY, DECEMBER 4, 2017**

Please mark your sealed envelope “**RFP #2017-PUR-016 Installation of Freezer Proposal**”  
and deliver to the following address and person:

Lisa Patrick  
Purchasing Supervisor  
[Lisa\\_Patrick@idschools.org](mailto:Lisa_Patrick@idschools.org)

201 N. Forest Avenue  
Independence, MO 64050  
816-521-5599 extension 61010

*All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Purchasing Supervisor at the email address listed above. The deadline for questions is **Thursday, November 30, 2017 at 2:00 PM (CST)***

It is the responsibility of interested firms to check the website:  
<http://sites.idschools.org/purchasing/bids-and-rfps> for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted Proposal.



2017-PUR-016  
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Independence School District  
Facilities & Purchasing  
201 N. Forest Avenue  
Independence, MO 64050  
(816)521-5599 ext. 61010

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**Installation of Freezer**  
**Request for Proposal**  
**2017-PUR-016**

**Proposal Due:**  
December 4, 2017  
11:00 am

**1. Background**

**1.1. Notice**

1.1.1. Independence School District (the "District") seeks a contractor ("Contractor") to perform the installation of an indoor Cooler/Freezer Combo. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 11:00 a.m. on December 4, 2017. All information necessary for the submittal is contained in this RFP.

**1.2. RFP Schedule** The timeline listed below is the District's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to different circumstances.

1.2.1. Issue RFP to firms selected by RFP: Tuesday, November 21, 2017

1.2.2. Deadline to submit written questions: 2:00 p.m., Thursday, November 30, 2017.

1.2.3. Deadline for RFP: Monday, December 4, 2017 at 11:00 a.m.

1.2.4. Vendor selection date: 6:00 p.m., December 12, 2017 ISD Board of Education Meeting.

**2. Description of Services**

**2.1. Type**

2.1.1. Install Indoor Cooler/Freezer Combo with accessories. See attachment A.

**2.2. Location**

2.2.1. Central Warehouse for ISD Nutrition Services at 14001 E 32nd Street South, Independence MO 64055

**2.3. Equipment**

2.3.1. ThermalRite Model No. R448 with accessories. The successful bidder shall furnish all materials, tools, and equipment necessary to accomplish the installation service.

**2.4. Inspection**



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- 2.4.1. Contractor must visit the site before submitting their proposal and be responsible for all measurements on the project.

**2.5. Project Schedule**

- 2.5.1. Vendor selection date: 6:00 p.m., Tuesday, December 12, 2017
- 2.5.2. Issue Contract date: December 12, 2017
- 2.5.3. Planned commencement of service: January 9, 2018
- 2.5.4. Planned substantial completion of service: January 16, 2018
- 2.5.5. Planned final completion of service: January 16, 2018

**3. Scope of Services**

**3.1. Hours of service**

- 3.1.1. Contractor will have access from 7:00 a.m. till 4:00 p.m. Monday thru Friday excluding District days off.

**3.2. Terms and conditions**

- 3.2.1. Contractor is to install to factory specifications.

**3.3.**

**Exclusions**

**3.4. Term**

- 3.4.1. Contract Issued: December 12, 2017
- 3.4.2. Start date: January 9, 2018
- 3.4.3. Date of final completion: January 16, 2018

**4. Required Insurance**

**4.1. Liability**

- 4.1.1. \$100,000 per incident
- 4.1.2. \$300,000 per year

**4.2. Workers Compensation**

- 4.2.1. Statutory limits



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**4.3. Bond**

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

**5. Disclosures and Notifications**

**5.1. *Conflicts of interest***

- 5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

**5.2. *Cooperative Procurement***

- 5.2.1. Indicate whether, if the District accepted your Proposal, you would provide the same products and services under the same prices and terms to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP), Mid-America Regional Counsel (MARC) or Greater Suburban Kansas City Joint Purchasing Cooperative and/or located within the greater Kansas City metropolitan trade area.

5.2.1.1. YES \_\_\_\_\_ NO \_\_\_\_\_ (mark one with X)

- 5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.
- 5.2.3. Organizations represented by MACPP, MARC or GSKCJPC have no obligation under the cooperative procurement agreement to use the RFP, Proposal, or agreement unless they are specifically named in the RFP as a joint respondent.
- 5.2.4. The ordering jurisdiction will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
- 5.2.5. Each jurisdiction that is a party to the joint Proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

**6. Contract Terms**

**6.1. *E-Verify***

- 6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."



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## **6.2. Prevailing Wage**

6.2.1. Missouri law requires agreements to contain the following prevailing wage terms: “A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work” (§ 290.220) and “Not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract” (§ 290.250). The contractor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political sub-division on whose behalf the contract is made or awarded. Ten (\$10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him. § 290.250. All payroll records of the contractor are to be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.

## **6.3. Liquidated Damages**

6.3.1. The District may assess liquidated damages for work not completed as agreed upon for up to \$50 per day.

## **6.4. Applicable law**

6.4.1. Missouri law will govern contracts entered into pursuant to this RFP.

## **6.5. Termination**

6.5.1. The District may terminate contracts entered into pursuant to this RFP without cause upon 30 days’ notice.

## **6.6. Compliance with laws and policies**

6.6.1. Proposer must comply with all federal and state anti-discrimination laws.

6.6.2. All work shall be done in strict accordance with the provisions of the current edition of the building codes adopted by the City of Independence, Missouri and all city ordinances in effect during performance of this contract.

6.6.3. Contractor must be licensed to do business in the City of Independence.

6.6.4. All work shall meet or exceed the American with Disabilities Guidelines.

6.6.5. *A-133 Compliance Supplement*: The contractor must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.



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- 6.6.6. *Excessive Unemployment:* The Missouri Department of Labor and Industrial Relations has determined that a period of “Excessive Unemployment” remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri’s public works projects. (See Sections 290.550 through 290.580 RSMo).
- 6.6.7. *AHERA Notification:* the District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.
- 6.6.8. *OSHA Training:* As a condition of the Contract entered pursuant to this RFP, a Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (“Program”) for Contractor’s on-site employees as mandated by RSMo 292.675. Said Program must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following: All of Contractors’ on-site employees must complete the Program within 60 days of beginning work on the Project; Any employee found on the work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project; Contractor’s failure to comply with these requirements will subject it to penalties. Contractor shall forfeit as a penalty to the Owner \$2,500.00 plus \$100.00 for each employee employed by Contractor or Contractor’s Subcontractor, for each calendar day, or portion thereof, such employee is employed to work under this Contract without the required training. Said penalty shall not accrue until the period in subsections 1 and 2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions. Contractor shall be responsible for penalties to Owner due to any Subcontractor’s employees’ failure to produce documentary evidence of training in the required Program. Contractor may withhold all sums necessary to cover any penalty from Subcontractor by suing in the circuit court of the county in which the project is located. Contractor shall have no right of recovery against Owner
- 6.6.9. *Lead Paint Guidelines:* After April 22, 2010, contractors and their individual crew members working in pre-1978 school buildings that are child occupied and residential properties will be required to obtain their Renovator Certification by an accredited EPA Training Provider.

**6.7. Background Checks**



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- 6.7.1. Contracts entered pursuant to this RFP must require that all employees who will have unsupervised interaction with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

**6.8. Indemnity**

- 6.8.1. The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

**6.9. Change orders**

- 6.9.1. Change orders that exceed the greater of \$15,000 or 5% of the total originally contracted amount are subject to Board approval prior to performance of the work and are subject to re-bid. (See Board Policy 7210.)

**6.10. Proposed contract**

- 6.10.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

**7. Interpretation, Questions, Withdrawal**

**7.1. Interpretation**

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District no later than 2:00 p.m., November 30, 2017 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

**7.2. Questions**

- 7.2.1. Submit written questions via e-mail to the following person:

Lisa Patrick  
Purchasing Supervisor  
[lisa\\_patrick@idschools.org](mailto:lisa_patrick@idschools.org)  
201 N. Forest Avenue





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**7.3. *Withdrawal***

- 7.3.1. Any Contractor may withdraw his Proposal prior to the scheduled closing time for receipt of Proposals.
- 7.3.2. No Proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of Proposals.

**8. Quote**

**8.1. *Amount – U.S. Dollars***

**8.2. *Rate – U.S. Dollars***

**9. Proposal Submission and Opening**

**9.1. *Submission***

- 9.1.1. Submit complete proposals with all forms filled out, Appendix A, B, C & D in a sealed envelope marked “**RFP# 2017-FAC-016 Installation of Freezer**” and deliver to the following address and person:

Lisa Patrick  
Purchasing Supervisor  
201 N. Forest Avenue  
Independence, MO 64050  
816-521-5599 ext. 61010

**9.2. *Opening***

- 9.2.1. The Proposal will be opened publicly at the following location on the following date and time:

Date: December 4, 2017  
Time: 11:00 a.m.  
Location: Facilities Office  
201 N. Forest Avenue  
Independence, MO 64050



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## **10. Reservation of Rights**

***10.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.***

## **11. Proposal Evaluation**

### ***11.1. Award***

11.1.1. The contract will be awarded to the firm submitting the best responsible Proposal complying with this RFP if the Proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not limited to price, demonstrated capability, past work completed and general responsiveness to the RFP.

11.1.2. The District notifies all qualifiers that minority business enterprises will be afforded full opportunity to submit Proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Qualifier agrees that, should qualifier be awarded this contract, qualifier will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.

11.1.3. The District reserves the right to reject any or all Proposals, to waive any informalities or technical defects in Proposals, and unless otherwise specified by the District, to accept any item or groups of items in the Proposal, as in the best interest of the District.

### ***11.2. Acceptance Period***

11.2.1. All Proposal offers must be firm for 90 days.



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**Appendix A**

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by \_\_\_\_\_ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_  
(individual signature)

For \_\_\_\_\_  
(company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:



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## Appendix B

### REFERENCES AND EXPERIENCE

How many years has your firm been in business? \_\_\_\_\_ years

**List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.**

School District/Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_

Description of services performed and completion date \_\_\_\_\_

\_\_\_\_\_

School District/Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_

Description of services performed and completion date \_\_\_\_\_

\_\_\_\_\_

School District/Business \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_

Description of services performed and completion date \_\_\_\_\_

\_\_\_\_\_



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## Appendix C

### PERSONNEL QUALIFICATIONS

<p>Bidders are REQUIRED to provide the information below in FULL DETAIL.</p> <p>Indicate the person who will be supervising project and years of experience in similar work.</p> <p>Name: _____ Number of Years: _____</p> <p>_____</p> <p>Type of Experience: _____</p> <p>_____</p>		
<p>Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.</p>		
EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING



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## Appendix D

### BID PROPOSAL SUBMISSION FORM – ISD Installation of Freezer

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the *INDEPENDENCE SCHOOL DISTRICT – ISD Installation of Freezer*. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.



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RESPECTFULLY SUBMITTED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL – (If BID is by a corporation)



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<i><b>BID SHEET</b></i>	
Project: Installation of Indoor Freezer/Cooler	Date: December 4, 2017
Owner: INDEPENDENCE SCHOOL DISTRICT	201 N Forest Ave, Independence, MO 64050
Vendor Name:	
Equipment	Total Bid
Installation	

\*The above price includes installation of equipment in Attachment A and any other warranty agreements.

Company Name: \_\_\_\_\_

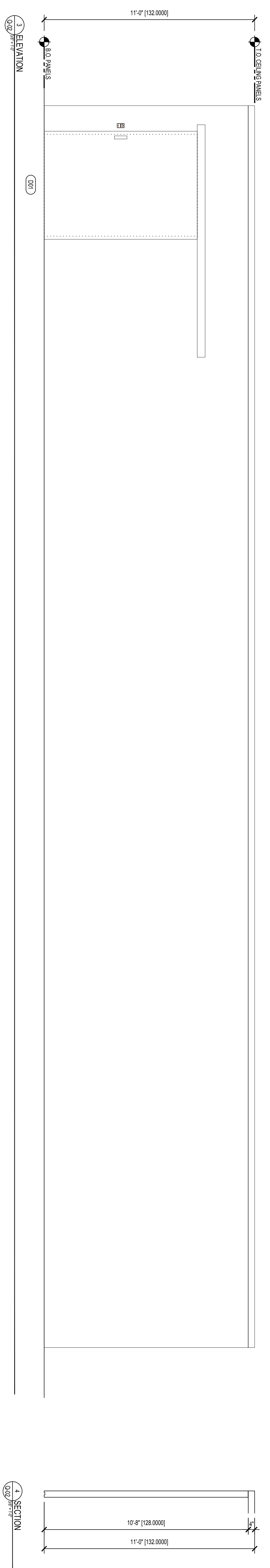
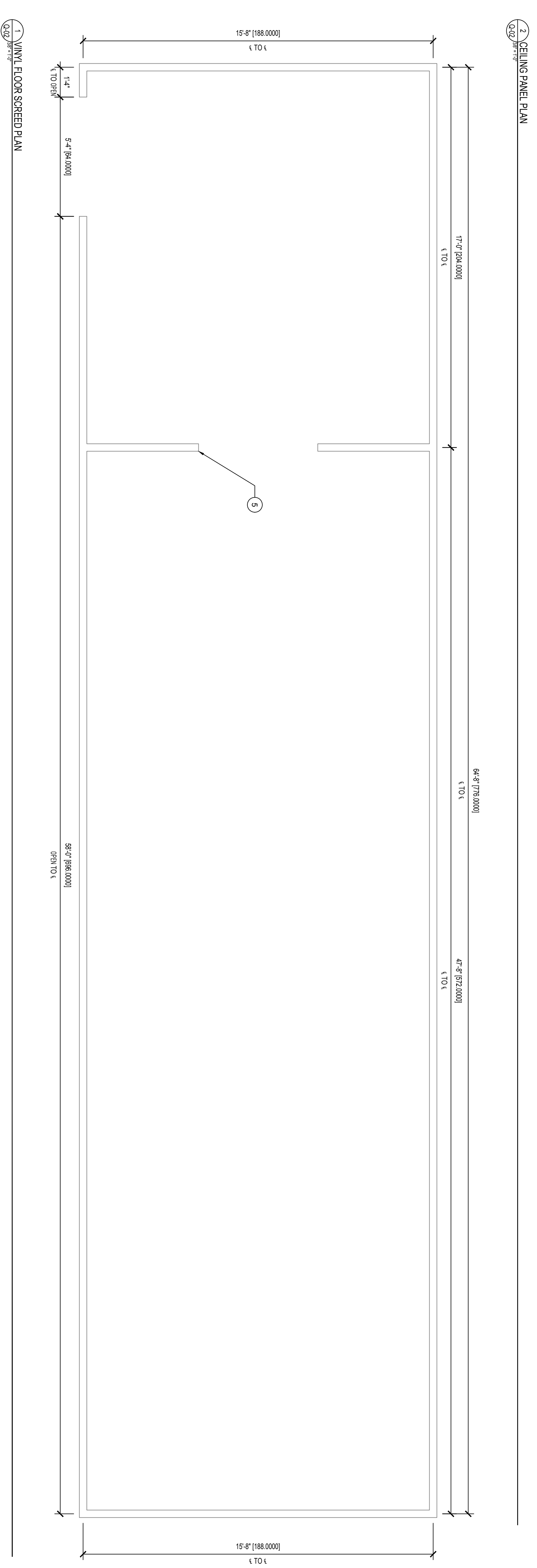
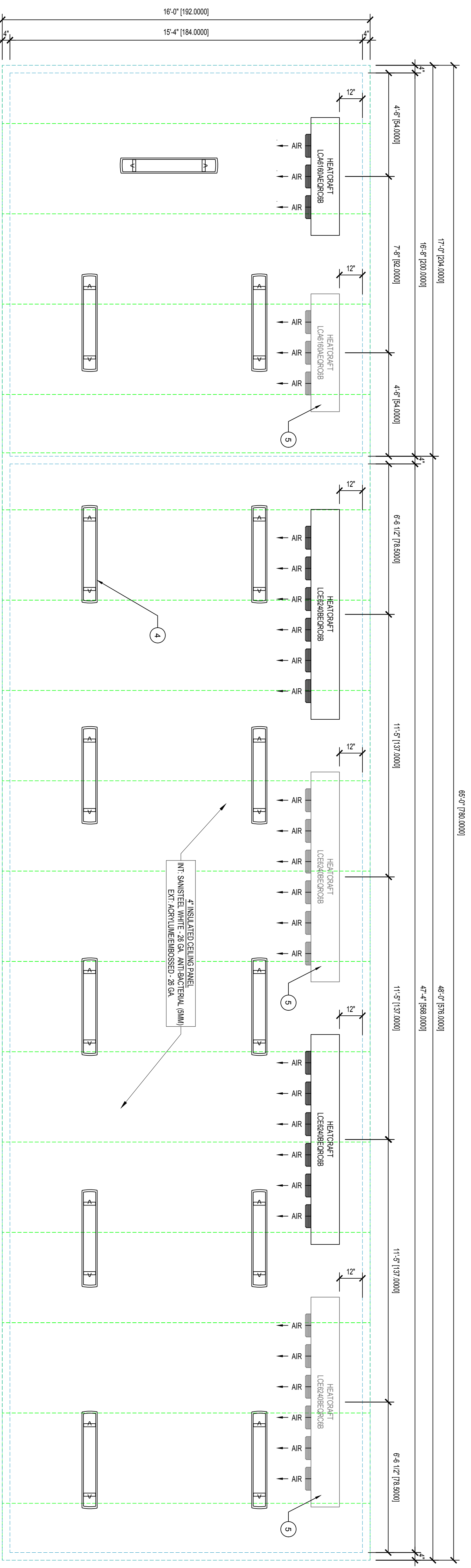
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_







**\*FOR APPROVAL ONLY\***

1800 37th Ave N, Suite 101 PHONE: (763) 541-1410 FAX: (763) 541-1463 http://www.everidge.com		COMPLIANCE WALKERS MEET OR EXCEED ALL PREScriptive STANDARDS OF THE ENERGY PERFORMANCE AND RESIDENT ACT (ENR) 2007 (ENR 07)	
<b>REFERENCE SYMBOL LEGEND</b>		<b>REFERENCE SYMBOL LEGEND</b>	
SECTION CUT DETAIL REF. DATUM POINT	ELEVATION REF. DIM. NUMBER DOOR TAG KEYNOTE ROOM NUMBER OPENING TRIM TILED AREA FINISH NUMBER	<b>SITE NOTATION</b> WHEN THE COILS ARE TO BE INSTALLED, THE WALKERS SHALL BE INSTALLED AFTER WALKER INSTALLATION. IF 5/8\"/>	<b>WARNINGS:</b> • WALKERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. • WALKERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. • WALKERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
<b>CONSTRUCTION (STANDARD)</b> CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.			
<b>INSULATION (STANDARD)</b> FOAMED IN PLACE OVER 90 PERCENT CLOSED CELL POLYURETHANE INSULATION SHALL BE INSTALLED UNDER THE WALKERS. THE INSULATION SHALL BE CLASS 'X' INTERIOR FINISH IN ACCORDANCE WITH NFPA 701 SECTION 6.2 AND NFPA 255. K-FACTOR NOT TO EXCEED 0.14 FOR COOLER AND 0.25 AT 20\"/>			
<b>ELECTRICAL NOTICE</b> ALL ELECTRICAL COMPONENTS WITHIN THE WALKERS, IE LIGHT SWITCHES, HESSURE SENSORS, SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. ALL LIGHT FIXTURES SHIPED ARE SHIPED LOOSE FOR INSTALLATIONS BY ELECTRICAL CONTRACTOR. CONTRACTOR SHALL ACCEPT NO RESPONSIBILITY FOR ANY CHANGES ASSOCIATED WITH INSTALLATION OF LIGHT FIXTURES OR FIELD WIRING CONNECTIONS.			
<b>REVISIONS</b>			
1 REVISION REVISION LOCATION OF WALKERS AND ADDITIONAL BEARING STRIPS	10/23/17	RD	APPROVAL STATUS BLOCK
Drawing Reviewed By:			
Review Date:			
Please Check Appropriate Field			
Approved as Drawn:			
Revises and Describes:			
Customer Service Rep.			
Submittal Drafter: Shop Drafter			
Save Dwg Date: 10/23/2017			
<b>Customer/Dealer</b>			
BURLIS-LAWSON GROUP 930 KEHRS MILL ROAD, SUITE 400 BALLWIN, MO 63011			
<b>Site Information</b>			
INDEPENDENCE MO SCHOOL NUTRITION STORAGE CENTER JACKSON INDEPENDENCE, MO 64050			
Create Dwg Date: 10/23/2017			
Project # 263451-01			
Sheet # Q-02			