



Request for *proposal*

DISTRICT WIDE COMMERCIAL KITCHEN FIRE SUPPRESSION SYSTEMS INSPECTIONS RFP# 2019-PUR-010

PROPOSALS MUST BE RECEIVED BY:
10:00 AM (CST) ON WEDNESDAY, JULY 17, 2019

Please mark your sealed envelope “**RFP #2019-PUR-010 District Wide Commercial Kitchen Fire Suppression Systems Inspections Proposal**” and deliver to the following address and person:

Lisa Patrick
Purchasing Supervisor
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 above e-mail address. The deadline for questions is **Friday, July 12, 2019 at 4:00 PM (CST)***

It is the responsibility of interested firms to check the website: <http://sites.isdschools.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.



2019-PUR-010
 District Wide Commercial
 Kitchen Fire Suppression
 Systems Inspections
 Lisa Patrick
 Independence School District
 Facilities & Purchasing
 201 N. Forest Avenue
 Independence, MO 64050
 (816)521-5599 ext. 61010

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District Wide Commercial Kitchen Fire Suppression Systems Inspections
Request for Proposal
2019-PUR-010

Proposal Due:
July 17, 2019
10:00 a.m.

1. Background

1.1. Notice

1.1.1. Independence School District (the “District”) seeks a contractor (“Contractor”) for District Wide Commercial Kitchen Fire Suppression Systems Inspections. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 10:00 a.m. on July 17, 2019. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

- 1.2.1. Issue RFP: June 26, 2019
- 1.2.2. Pre-bid Meeting and inspection of property: 1:00 p.m., July 8, 2019
- 1.2.3. Deadline to submit written questions: 4:00 p.m., July 12, 2019
- 1.2.4. Deadline to submit proposals: 10:00 a.m., July 17, 2019
- 1.2.5. Vendor selection date: 6:00 p.m., August 13, 2018, ISD Board of Education Meeting

2. Description of Services (or Project)

2.1. Type

The basis of this specification is performing semi-annual inspections on all automatic fire suppression systems. This maintenance includes testing and verifying functionality of the system, as well as replacing parts as listed in the owner’s manual and NFPA specifications.



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2.2. Locations

2.2.1. See Attachment A.

2.3. Equipment

Successful bidder shall furnish all materials, tools, and equipment necessary to accomplish the inspections.

2.4. Inspection

2.4.1. Bidders are required to participate in the Pre-Bid Meeting. The contractor shall not be allowed additional compensations for items of which he fails to include prior to making the bid.

3. Scope of Services

3.1. Maintenance Coverage

3.1.1. Vendor must be licensed.

3.1.2. Work shall include performing semi-annual inspections on all automatic fire suppression systems.

3.1.3. This maintenance includes testing and verifying functionality of the system, as well as replacing parts as listed in the owner's manual and NFPA specifications.

3.1.4.

A trained person who has undergone the instructions necessary to perform the maintenance and recharge service reliably and has the applicable manufacturer's listed installation manual and service bulletins shall service the wet chemical fire-extinguishing system 6 months apart and shall include the following: (1) A check to see that the hazard has not changed. (2) An examination of all detectors, the expellant gas container(s) the agent devices, piping, hose assemblies, nozzles, signals, all auxiliary equipment, and the liquid level of all non-pressurized wet chemical containers. (3) Verification that the agent distribution piping is not obstructed

3.1.5. A maintenance report, with recommendations, if any, shall be filed with the owner. Each wet chemical system shall have a tag or label securely attached, indicating the month and year the maintenance is performed and identifying



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the person performing the service. Only the current tag or label shall remain in place.

3.2. Hours of service

- 3.2.1. The contractor shall coordinate the timing of routine services to the District in order to pose the least disruption to the school’s routine.
- 3.2.2. Contractor shall understand that services in the Nutrition Service (kitchen) areas cannot be performed during hours of operations and scheduling shall be done in coordination with the District Nutrition Service Department.
- 3.2.3. Contractor shall give minimum 10 days advance notice when it deemed necessary to deviated from the approved applications and receive written approval from the District.

3.3. Terms and conditions

- 3.3.1. Bidders should provide detailed information addressing each of the following areas:
 - 3.3.1.1. Licensing and certification in the field of the requested services;
 - 3.3.1.2. Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 48 months.
 - 3.3.1.3. Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 48 months.
 - 3.3.1.4. List of any public entities that the Contractor has discontinued services to at the request of the entity with reason for discontinuing services and a contact at the entity.
 - 3.3.1.5. Failure to be forthright in disclosure shall be grounds for disqualification of a contractor.
- 3.3.2. Contractor shall NOT store any chemicals on District property.

3.4. Exclusions

3.5. Term



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- 3.5.1. The initial award is for three (3) full academic calendar years starting approximately August 14, 2019. All prices MUST remain firm during this time period and either party can terminate with cause.
- 3.5.2. District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and contractor for one (1) year periods based on pricing and level of service. Either party can terminate agreement for any reason after initial contract period with a 90 days written notice.
- 3.5.3. August 14, 2019 is approximately the first date of this contract.
- 3.5.4. Each period shall end on June 30.

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

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 Mid-America Council of Public



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Purchasing (MACPP), Mid-America Regional Counsel (MARC) or Greater Suburban Kansas City Joint Purchasing Cooperative (GSKCJPC) and/or located within the greater Kansas City metropolitan trade area.

_____YES_____NO SIGNATURE: _____

- 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 themselves or 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.”

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



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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. Applicable law

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

6.4. Termination

6.4.1. The District may terminate contracts entered into pursuant to this RFP without cause upon 30 day notice.

6.5. Compliance with laws and policies

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

6.5.2. 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.

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

6.5.4. All work shall meet or exceed the Americans with Disabilities Guidelines.

6.5.5. *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.

6.5.6. *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).

6.5.7. *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.



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- 6.5.8. *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
- 6.5.9. *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.

6.6. Background Checks

- 6.6.1. Contracts entered pursuant to this RFP must require that all employees who will interact 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.

6.7. Indemnity



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- 6.7.1. 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.

6.8. Change orders

- 6.8.1. 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.)

6.9. Proposed contract

- 6.9.1. 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 4:00 p.m., July 12, 2019 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 to the following person:

Lisa Patrick
Purchasing Supervisor
lisa_patrick@idschools.org
201 N. Forest Avenue
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7.3. Withdrawal



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- 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 & Rate

- 8.1.1. Please fill out information requested in this RFP including Exhibit A, B, C & D.

8.2. Rate

9. Proposal submission and opening

9.1. Submission

- 9.1.1. Submit complete proposals, Exhibit A, B, C, & D, in a sealed envelope marked “DISTRICT WIDE COMMERCIAL KITCHEN FIRE SUPPRESSION SYSTEMS INSPECTIONS PROPOSAL” including all forms filled out and deliver to the following address and person:

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Purchasing Supervisor
lisa_patrick@isdschools.org
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9.2. Opening

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

Date: July 17, 2019

Time: 10:00 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 be limited to price, demonstrated capability and general responsiveness to the RFP.
- 11.1.2. District has the right to award all, or any portion, of this RFP to multiple contractors if deemed in the best interest of the District.
- 11.1.3. The District notifies all proposers 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. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.
- 11.1.4. 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.

12. Invoicing and Payments

- 12.1.** Invoices shall be prepared and submitted in duplicate to the Independence School District, 201 N Forest Ave., Independence, MO 64050, Attn: Facilities Department. Invoices shall contain the following information; contract number, item number, description of services, unit prices and extended total by location serviced with a grant total at bottom. District shall receive one (1) invoice per semi-annual service.

13. Vendor List



Cintas Corporation
P.O. Box 636525
Cincinnati, OH 45263

Fire One
3718 Robinson Pike Road
Grandview, MO 64030

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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>Type of Experience: _____</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–DISTRICT WIDE COMMERCIAL KITCHEN FIRE SUPPRESSION SYSTEMS INSPECTIONS

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 – DISTRICT WIDE COMMERCIAL KITCHEN FIRE SUPPRESSION SYSTEMS INSPECTIONS. 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



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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.

APPENDIX D (con't)

RESPECTFULLY SUBMITTED:

Signature

Name (Please type or write clearly)

Company Name

Street

City, State, Zip Code

Title

Date

Telephone Number

Fax Number

Email address

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)

BID SHEET



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Vendor Name:
Project Name: <i>District Wide Commercial Kitchen Fire Suppression Systems Inspections</i>
Bid Number: <i>2019-PUR-010</i>
BID Due Date: <i>July 17, 2019</i>
Owner: <i>Independence School District</i>

Item	Unit of Measure	Cost \$
Trip or Service Charge	Each	\$
Hood Inspection	Each	\$
Cylinder Inspections (s)	Each	\$
Fusible Link	Each	\$
Blow Off Cap	Each	\$
Suppression Material	Each	\$
Labor Charge	Each	\$
Additional Charges:		
	Each	\$
	Each	\$
	Each	\$
	Each	\$
	Each	\$
	Each	\$

*Please include any additional charges on the blank lines above that are not listed. All charges should be listed above.



Attachment A Buildings

Building	Address
Elementary Schools	
Abraham Mallinson Elementary School	709 Forest Ave., Independence, MO 64054
Benton Elementary School	429 S Leslie, Independence, MO 64050
Blackburn Elementary School	17302 RD Mize Rd., Independence, MO 64057
Bryant Elementary School	827 W College, Independence, MO 64057
Castle Park Elementary School	10401 E 31st St S., Independence, MO 64057
Fairmount Elementary School	120 N Cedar, Independence, MO 64053
Glendale Elementary School	2611 S Lee's Summit Rd, Independence, MO 64055
Korte Elementary School	2437 S Hardy, Independence, MO 64052
Little Blue Elementary School	2020 Quail Dr., Independence, MO 64057
Luff Elementary School	3700 S Delaware Ave., Independence, MO 64055
Mill Creek Elementary School	2601 N Liberty, Independence, MO 64050
Ott Elementary School	1525 N Noland Rd, Independence, MO 64050
Procter Elementary School	1403 W Linden Ave, Independence, MO 64052
Randall Elementary School	509 Jennings Rd, Independence, MO 64056
Santa Fe Trail Elementary School	1301 S Windsor, Independence, MO 64055
Spring Branch Elementary School	20404 E Truman Rd, Independence, MO 64056
Sugar Creek Elementary School	11424 Gill, Independence, MO 64054
Sycamore Hills Elementary School	15208 E 39th St S, Independence, MO 64055
Three Trails Elementary School	11801 E 32nd St, Independence, MO 64052
William Southern Elementary School	4300 S Phelps Road, Independence, MO 64052
Middle Schools	
Bingham Middle School	1716 S Speck Rd, Independence, MO 64057
James Bridger Middle School	18200 E M78 Highway, Independence, MO 64057
Nowlin Middle School	2800 Hardy, Independence, MO 64052
Pioneer Ridge Middle School	1656 S Speck Rd, Independence, MO 64057
High Schools	
Independence Academy	600 W Mechanic, Independence, MO 64050
Truman High School	3301 S Noland Rd, Independence, MO 64055
Van Horn High School (Kitchen and Culinary Classrooms)	1109 S Arlington Ave, Independence, MO 64055
William Chrisman High School	1223 N Noland Rd, Independence, MO 64050
Other District Buildings	
Ennovation Center	201 N Forest Ave, Independence, MO 64056
Hanthorn	1511 Kings highway, Independence, MO 64055
Sunshine Center	18400 E Salisbury Rd, Independence, MO 64056