

# REQUEST FOR PROPOSAL

## BAYLESS SCHOOL DISTRICT ELEMENTARY ASPHALT PAVING MAINTENANCE

**THIS IS A REQUEST FOR BID PROPOSAL PROVIDE ASPHALT REPAIR AND MAINTENANCE SERVICES FOR THE BAYLESS SCHOOL DISTRICT. PLEASE ROUTE TO THE APPROPRIATE PERSON FOR IMMEDIATE HANDLING.**

### **Statement of Intent**

Bayless School District is requesting proposals asphalt repair and replacement on the parking lots and adjacent paved areas at the Elementary School.

Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Sealed proposals must be received by the District at the specified location until the time and date cited herein. Only proposals received by the correct time and date will be recorded. Proposals will be accepted at the Administrative Office, 4530 Weber Road, St. Louis, MO 63123 at which time accepted proposals will be according to the schedule below. All proposals must be sealed and clearly marked with the Vendor's name and address clearly indicated on the envelope. Faxed or e- mailed proposal bids will not be considered.

### **BAYLESS SCHOOLDISTICT**

**Attn: Teresa Lange  
BSD Asphalt  
4530 Weber Road St.  
Louis, MO 63123**

All proposals must be completed in ink or typewritten, signed by an authorized representative and submitted by the time and date cited herein.

Award to a qualified and successful vendor will be determined based on demonstrated ability to best achieve District goals, as determined under the sole discretion of the Superintendent and Board of Education. The Bayless School District reserves the right to reject any and all bids and/or waive any informalities or irregularities.

**Issue Date:** April 24, 2019

**Contact Person:** Teresa Lange

**Phone #:** (314) 256-8604

**E-mail:** [tlange@bayless.k12.mo.us](mailto:tlange@bayless.k12.mo.us)

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

## SIGNATURE REQUIRED

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

### **IMPORTANT DATES**

ISSUE DATE: ..... ..April 24, 2019

SITE AVAILABE FOR INSPECTION:..... .. By Appointment

QUESTIONS DUE TO DISTRICT: .....May 7, 2019, by 3:00 PM

PROPOSAL DUE DATE and TIME: .....May 5, 2019, before 11:00 AM

All proposals submitted must be delivered to the Administrative Office **on or before the due date and time** to be considered for evaluation. **Proposals received after this time may not be accepted and may be returned to the vendor unopened.**

## **STANDARD INSTRUCTIONS AND CONDITIONS**

### **1. PREPARATION OF PROPOSALS**

- A. Bidders/Proposers are expected to examine the scope of services and all instructions of the Request for Proposal.
- B. Unless otherwise indicated, prices quoted shall be firm for acceptance for sixty (60) days from proposal opening and for the specified contract period.
- C. Bidders **must** clearly state the total proposal bid in terms of a lump sum bid.

### **2. PROPOSAL OPENING**

- A. Proposal opening shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by email, telegram, telephone, or facsimile will not be accepted.

### **3. AWARDS, RECORDS AND CERTIFICATIONS**

- A. As the best interest of the District may require, the right is reserved to make awards, to reject any and all proposals, or waive any minor irregularity of technicality in proposals received.
- B. Awards will be made to the bidder whose proposal is determined to be the best fit for District goals, as determined under the sole discretion of the Superintendent and Board of Education.
- C. The selected bidder will receive the award in writing.
- D. In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all Proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received from Proposers in response to this Request for Proposal will become the property of the Bayless School District and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District.
- E. By submitting a proposal, the Proposer certifies that he has fully read and understands the proposal requirements and has full knowledge of the scope and nature and quality of work to be performed.
- F. **COMPETITIVE NEGOTIATION OF PROPOSALS:** The Offeror is advised that under the provisions of this Request for Proposal, the District reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - Negotiations may be conducted in person, in writing, or by telephone.
  - Negotiations will only be conducted with Offerors whose proposals received the highest rankings during the initial evaluation

phase as determined by the District in its sole discretion. All Offerors involved in the negotiation process will be invited to submit a best and final offer.

- Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Board of Education determines that a change in such requirements is in the best interest of the District.

#### IV. **Evaluation Criteria**

The successful firm will be judged and selected based upon ability to perform the requirements in the Scope of Work and on cost.

*Awards will be made to the firm whose proposal is determined to best achieve District goals, as determined under the sole discretion of the Superintendent and Board of Education.*

#### V. **Bayless Elementary Parking Lot Paving Maintenance**

##### **PART 1 SCOPE OF WORK**

##### **SCOPE OF WORK**

###### A. Paving and Painting.

- a. The areas of work are identified as on the attached drawing.
- b. RED Areas: 2" Asphalt Overlay with milled butt joints where needed to meet adjoining pavement, curbs, concrete, fences and/or to maintain critical elevations.
- c. Tack applied at .10 gal/sy.
- d. All necessary saw cutting and milling to be included in the price.
- e. All spoils to be hauled off site and disposed of properly.
- f. Provide unit price for additional curbing.
- g. Asphalt to be MoDot approved bit base and BP-1 or BP-2.
- h. Tack entire area milled including edges
- i. Contractor to correct any preexisting water ponding conditions by grading for proper drainage.
- j. Contractor shall restore any disturbed lawn areas with 4" topsoil and secured straw mats (type of grass seed to be fescue). Contractor shall return to site after lawn is established to remove any loose matrix material.
- k. Restripe new pavement to match the existing striping plan depicted.
- l. Provide Bid Alternate for milling entire work area and applying a 2" overlay.

- B. Asphalt Curb Unit Pricing:
- a. Identify curbing in need of replacement.
  - b. Neatly Saw cut OR mill each existing curb, excavate to stated milling depth and haul all debris off site.
  - c. Tack Coat all areas to achieve a firm bond between new and old asphalt.
  - d. Contractor shall backfill all new and replaced curbs and restore all disturbed lawn areas with 4" topsoil and secured straw mats (type of grass seed to match existing lawns). Contractor shall return to site after lawn is established to remove any loose matrix material.

C. Special Conditions

- a. All measurements provided by Bayless are approximate; Bidder to verify all measurements and dimensions in the field.
- b. Provide for adequate safety measures and traffic control during the entire scope of the project.
- c. Contractor must schedule and perform work in a manner that minimizes disruptions in school operations. Under no circumstance may the contractor block access of emergency vehicles to the facilities.
- d. Contractor is responsible for all regulatory approvals, authorizations and/or permits which may be required for this project.
- e. Contractors can visit the site but must contact Jeff Timeus with Bayless Schools at 314-256-8601 before doing so.

D. Comply with the following **Minimum Insurance Requirements:**

Contractor shall procure and maintain throughout the term of the work, insurance coverage's not less than the following:

**General Liability:**

General Liability	\$2,000,000 (aggregate)
Products & Completed Operations	\$1,000,000 (per occurrence)
Personal and Advertising Injury	\$1,000,000 (per occurrence)

**Automobile Liability:**

For all owned, hired or scheduled autos	\$1,000,000 (per occurrence)
-----------------------------------------	------------------------------

**Excess Liability:**

Umbrella form	\$1,000,000
---------------	-------------

**Workers Compensation:**

Workers Compensation covering medical cost, lost wages and lump sum payment due to lost or diminished ability to earn livelihood.

**Certificate of Insurance:**

Contractor will supply to the Owner a Certificate of Insurance showing their firm

to be in compliance with the above-required minimum limits prior to arrival on the jobsite.

\*\*Where a conflict exists between the coverages requested by these documents and those requested by the Owner, the greater of the two shall govern.

- E. Shall indemnify, defend, and hold Bayless School District harmless from and against any and all losses, claims, demands, actions, suits, damages, expenses, and costs which are brought or recoverable against, or suffered or incurred by Bayless Schools as a result of or due to:
  - a. any contamination of Premises or arising during the project to the extent such contamination was caused by the release of a Hazardous Substance by bidder or anyone under bidder's control, or
  - b. the failure of bidder to materially comply with any Environmental Law.
- F. The site is available for inspection by contacting Jeff Timeus at 314-256-8607. Contractors are responsible for visiting the site and familiarizing themselves with any and all requirements for this work.

## **PART 2 SCHEDULE**

- A. The subject areas shall be made available to begin work on or after June 28, 2019. Project must be completed and fully useable by July 31, 2019.

**EXHIBIT A**

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

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

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_(company name)

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 more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to 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 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 \_\_\_\_\_, 200 \_\_\_\_.

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

My commission expires:



**BAYLESS SCHOOL DISTRICT  
ELEMENATARY ASPHALT PAVING  
MAINTENANCE BID SHEET**

**Base Bid**

2" Overlay Asphalt of highlighted area \$ \_\_\_\_\_

Total Paving \$ \_\_\_\_\_

Curbing Unit Cost \$ \_\_\_\_\_

**Alternate Bid**

Full Mill of entire highlighted area \$ \_\_\_\_\_

Total Milling \$ \_\_\_\_\_

