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| --- | --- |
| Return sealed envelope to:  Shawnee Mission Unified Schools  Purchasing Department  8200 W. 71st Street  Shawnee Mission, Kansas 66204  **ATTN: EVERETT MORGAN**  **E-MAILED OR FAXED PROPOSALS**  **WILL NOT BE ACCEPTED.** | DATE: May 22, 2018 PROPOSAL NO. **18-038**    RFP TITLE: **Tennis Court Maintenance and Color Coating at SM North, Westridge, and Trailridge Middle Schools**  RFP’S will be accepted until and then publicly opened on:  Date: **JUNE 12, 2018**  Day:  **TUESDAY**  Time: **10:00 a.m. CST**  **Proposals will not be publicly opened at the above due time and date. Content of proposals will be available for review after contract award.** |

You are invited to submit a proposal for: **Tennis Court Maintenance and Color Coating SM North, Westridge and Trailridge Middle Schools** for the Shawnee Mission Unified Schools per the enclosed terms, conditions and specifications, F.O.B. to Destination, Freight Prepaid and Added. **FREIGHT COSTS TO SMSD PROJECT LOCATION MUST BE INCLUDED IN THE RFP PRICE(S).**

We are enclosing only one copy of the RFP specifications. Please return one (1) original, one (1) copy, for a total of two (2) hardcopies and one (1) electronic copy on a flash drive.

Price is to be lump sum, including all materials, equipment, labor, insurance, fees, transportation, storage, services and supervision for the work identified per the specification and drawings herein. Payment will be made **ON COMPLETION** of Purchase Order. **DO NOT INCLUDE SALES TAX.**

**Shawnee Mission School District requests vendors to submit recommendations and suggestions along with pricing to include situations and issues not addressed in the specifications.**

**A scheduled walk through will be Wednesday, May 30th, 2018 at 2:00 p.m. with District Personnel.**

Any questions regarding the RFP documents should be directed to SMSD Operations & Maintenance, via email to Tyler Clubb at tylerclubb@smsd.org, or by phone at (913) 993-8507.

Questions regarding RFP procedures may be directed in writing to the Purchasing Department; Attn: Everett Morgan via E-Mail, [everettmorgan@smsd.org](mailto:everettmorgan@smsd.org) ; or phone: 913/993-6474.

**THIS BID IS NOT TRANSFERABLE**

**NOTE:** RFP Number and Name of Bidder must appear on the front of sealed envelope. ***Faxed RFP responses will not* *be accepted.*** RFP’s must be received in the Purchasing Office prior to bid opening. If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Office by the Administrative Mail Center. It is the responsibility of the bidder to ensure delivery of bids to the Purchasing Department. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

**NOTICE OF “NO RESPONSE FORM”**

**RFP NO. 18-038**

**VENDORS WHO RESPOND TO THIS INVITATION**

**WITH A COMPLETED NOTICE OF “NO RESPONSE” FORM**

**SHALL REMAIN ON OUR MAILING LIST, IF REQUESTED.**

**VENDORS MAKING NO RESPONSE AT ALL**

**MAY BE REMOVED FROM OUR MAILING LIST.**

**Dear Vendor:**

Please check () the appropriate box below, complete the remainder of this form and return it NO LATER THAN the scheduled Bid/Proposal/or Quote Date and Time.



**Our company cannot provide the products, supplies and/or services** listed in this bid, proposal or

quote. Please MOVE our name and address to the following category(ies) so that we may bid at a later date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**We have chosen NOT to submit a response at this time**, but would like to remain on your bid list

for this product category. We did not submit a response because:

Reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Please REMOVE our name** from all SMSD bid lists until further notice.

Reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REPRESENTATIVE (please print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_**

**PLEASE RETURN THIS FORM ONLY TO:**

**Shawnee Mission Unified School District #512**

**Purchasing Department**

**Notice of “NO RESPONSE”**

**8200 W. 71st Street**

**Shawnee Mission, KS 66204**

**OR**

**Fax to: 913/993-6225**

RFP No. 18-038

# SHAWNEE MISSION PUBLIC SCHOOLS

**8200 W. 71st Street**

**SHAWNEE MISSION, KS 66204**

**5% BID SECURITY FORM**

If the bid for this project is equal to or greater than $10,000, bid security is required.

**Bid Security issued to:** Shawnee Mission Public Schools, in the amount of **5%** of the total amount of your Bid shall accompany your Bid as a guarantee that, if awarded all or part of the Bid, your firm will enter into contract to complete the work per the Bid Specifications. **Cashier checks and certified checks should be made payable to Shawnee Mission USD #512.**

If the firm awarded the Bid defaults in entering into a contract for the execution of the work specified, the Bid Security will become the property of the School District. Bids not accepted within ninety (90) days after the time set for submission will have their Bid Securities returned.

**PLEASE NOTE:** Should you submit a cashier check or certified check instead of a bid bond; the following steps will be used by **SMSD** in the handling of that check:

1. **SMSD** will deposit your check into a **SMSD** bank account within 2-3 days after bid opening.
2. Within four (4) weeks after board approval of the bid, a district check shall be mailed to the non-successful bidder(s) to reimburse them for the exact amount of their cashier/certified check.
3. Within four (4) weeks after the completion of a formal written and properly signed contract, or the issuance of a **SMSD** purchase order, a district check shall be mailed to the successful bidder(s) for the exact amount of their cashier/certified check.

**NOTE: IF BID SECUIRTY IS NOT ENCLOSED WITH THE BID, IT WILL BE CAUSE FOR REJECTION OF THE BID.**

|  |  |  |
| --- | --- | --- |
|  |  | **$** |
| Company |  | Amount of Total Bid |
|  |  |  |
|  |  | $ |
| Address |  | Amount of Bid Bond |

**Bid Security attached to this form. (Please send the two together.)**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Authorized Representative |  | Phone |
|  |  |  |
|  |  |  |
| Please Print Name |  | Position |

**RFP FORM**

## RFP No. 18-038

RFP OF:

A CORPORATON ORGANIZED AND EXISTING UNDER THE LAWS

OF THE

A PARTNERSHIP CONSISTING OF

PARTNERS:

OR: A SOLE PROPRIETOR; HERINAFTER CALLED THE BIDDER.

TO: SHAWNEE MISSION PUBLIC SCHOOLS

ATTN: MR. EVERETT MORGAN

8200 W. 71st Street

SHAWNEE MISSION KS 66204

The undersigned acknowledges that he has received and familiarized himself with the following:

Request for Bid for **Tennis Court Maintenance and Color Coating at SM North, Westridge and Trailridge Middle Schools.**

Shawnee Mission Public School District #512

RFP Number 18-038

ADDENDA NO(s): Received

The undersigned further acknowledges that he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

In submitting this proposal, the undersigned agrees:

|  |  |
| --- | --- |
| 1. | To furnish all material, labor, tools, expendable equipment, supervision and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required in accord with the bid documents for the consideration hereinafter set forth. |
|  |  |
| 2. | To hold his bid open for sixty (60) days after receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security. |
|  |  |
| 3. | To commence the work upon receipt of written Notice to Proceed, projected to be issued on or about June 26, 2018, after approval of the bids by the Board of Education at its regularly scheduled meeting on June 25, 2018, to deliver the support systems for the project as required and to complete all work not later than dates identified per the schedule included in these bidding documents. |
|  |  |
| 4. | To accept the assessment of liquidated damages of $250 for each calendar day which the work is not complete, beginning with the first calendar day after the indicated Substantial Completion Date identified per the schedule included in these bidding documents. |
|  |  |
| 5. | All materials to be non-proprietary, as specified, or approval equal.  **Lump Sum Base Bid**: **Dollars**  ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).  (Indicate bid in both numbers and words. In the case of a discrepancy between the two, the amount shown in words shall govern.)  **For accounting purposes, the proposal shall be broken down on a per site basis for which the total must be the same as the Lump Sum Bid indicated above. Award of the proposal will be based on the Lump Sum Base Bid only. This breakdown shall be as follows:**  **SM North Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars**  **($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).**  **Westridge Middle School Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars**  **($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_).**  **Trailridge Middle School Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars**  **($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_).**  (Indicate bid in both numbers and words. In the case of a discrepancy between the two, the amount shown in words shall govern.)  **Shawnee Mission School District requests vendors to submit recommendations and suggestions along with pricing to include situations and issues not addressed in the specifications.**  In submitting this proposal, it is understood that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by the owner.  Date this day of , 2018.    Name of Bidder    Address of Bidder    Authorize Officer    Area Code/Telephone Number  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email address |

**Terms and Conditions**

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| A. | Proposal Requirements and Considerations:  1. The Board of Education reserves the right to reject any or all bids, to accept any item or items in the bid, and to waive any informality in bids.  2. Each bid must be completed on SMSD bid forms.  3. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid.  4. Each bid shall be accompanied by bid security in the amount of five percent (5%) of the base bid, made payable unconditionally to the school district. This security will be submitted as evidence of good faith as a guarantee that, if awarded the contract, the bidder will execute required bonds and insurance within ten (10) days after receipt of Notice to Proceed.  5. Each bidder shall carefully examine the bidding documents and thoroughly inform himself with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omission from bidding documents, or should he be in doubt as to their meaning, he will at once and at least three days prior to bid date, notify the school district. Any subsequent addenda sent to bidders will become part of the contract documents.  6. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize himself with all existing conditions; including applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the site, examine the existing conditions, and shall ascertain by reasonable means, all conditions that will in any manner affect the work. Contractors and/or bidders are required to check in with building authorities at the school immediately upon entering the school premises.  7. Prices quoted are to be free of all Federal, state, and local taxes, unless otherwise imposed by a governmental body and applicable to the work or material. The school district will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the contractor to purchase materials for incorporation into this project without paying sales tax, provided that the contractor furnishes the certificate number to the supplier.  8. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education reserves the right, however, to decide upon its suitability for the intended use. Upon request, samples of substitute articles must be submitted.  9. Envelopes containing bids must be sealed and marked on the lower-left hand corner with the firm name and address of the bidder, bid number, bid opening date, and bid opening time.  a. No special effort shall be made to sort incoming mail for potential bids.  b. Bids not at the appointed place at time of bid opening will be rejected.  c. Faxed Bid/Proposals will not be accepted as sealed bids.  10. If bid is accepted, USD #512 must be supplied with seller’s employer identification number or social security number, per IRS regulations.  11. Each contractor is responsible for his/her own worker’s compensation and liability insurance coverage. Shawnee Mission Unified School District #512 assumes this COVERAGE IS INCLUDED IN THE PRICE OF EACH BID TOTAL.  12. Any catalog, brand name or manufacturer’s reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturer’s regularly produced product which is similar and substantially equivalent will be considered. SMSD reserves the right to make final decisions as to the acceptability of comparable items.  13. Vendors who do not bid, but wish to remain on our bid list, should notify the Shawnee Mission USD #512 Purchasing Department in writing using the enclosed “Notice of No Response” form. Failure to do so may result in removal from this list.  14. If required by the bid form, the contractor shall submit with his bid a list of subcontractors and other persons or organizations that will perform work on this project. |
| B. | Form and Requirements of the Contract: |
|  | 1. The form of contract will be a Purchase Order issued by Shawnee Mission School District. In submitting his bid for consideration, each bidder agrees to commence work as soon as practical upon receipt of the school district purchase order and subsequent execution of applicable bonds and certificates of insurance.  2. The district shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.  3. The contractor shall not commence work under this contract until he has obtained the owner’s approval of a certificate of insurance providing evidence that he has obtained all the insurance required under this section, at least equal to the limits set forth hereinafter, with an insurance company acceptable to the owner.  All policies shall provide for ten (10) days written notice to the owner prior to effective date of any changes affecting the policy. Two copies of the certificate of insurance in a form acceptable to the owner shall be delivered to the owner. The contractor shall not allow any subcontractor to commence work until the subcontractor has obtained insurance coverage similar to that required of the contractor.  4. For projects with a value of $20,000 or more; subsequent to award, the contractor shall furnish Performance Bond, Labor and Materials Payment Bond, and Kansas Statutory Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. All such bonds shall be submitted to the school district prior to the commencement of any contract work.  5. Contracts entered into on the basis of submitted bids are revocable if contrary to law.  6. The laws of the State of Kansas shall govern any contracts resulting from this bid. Actions must be filed in the Johnson County Courthouse in Johnson County, Kansas.  7. The seller shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used, in the performance of the contract, including its use by the Board of Education.  8. Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the District. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Supervisor and other appropriate departments, with recommendation to SMSD School Board. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is **NOT** the only criteria for making a recommendation. A preliminary evaluation by SMSD will be held and appropriate proposals may be subjected to the negotiating process. Upon completion of the negotiations, SMSD will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such. |
| C. | General Work Requirements. |
|  | 1. The contractor will be required to start the work per the schedule included herein. Liquidated damages as stated on the bid form will be assessed for each consecutive calendar day which the work is not substantially complete, beginning with the first day beyond the substantial completion time stated. Substantial completion is the owner’s ability to utilize the facility for its intended purpose. Shawnee Mission Public Schools will be the sole judge of substantial completion.  2. The owner reserves the right and may delay work if scheduling between school administration and contractor cannot be resolved.  3. It will be the contractor’s responsibility to have the approaching licenses and permits required by the state and/or municipality in which the work will be performed. It is also the contractor’s responsibility to make certain all work and material meets local and state codes. Bidders shall include permit fees in their bid.  4. The contractor shall observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the owner against any claim or liability arising from or based on any violation of the same. The contractor shall comply with all regulations of agencies having jurisdiction with respect to sanitation and safety during construction.  5. All items shall be new and unused, unless otherwise specified by the district, and in first class condition.  6. Contractor shall be responsible for protection of the adjacent spaces during all phases of the project, demolition material storage and new construction.  7. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time. Items furnished must be manufactured in compliance with all existing legal or governmental directives.  8. All work shall be of the highest quality. The contractor and subcontractor shall check their work regularly for quality and conformance as the work is in progress. Unsatisfactory work shall be corrected immediately.  9. The contractor shall promptly correct work rejected by the owner or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including additional testing and inspections and compensation for owner services and expenses made necessary thereby.  10. As work is completed by the contractor/subcontractor, it shall be his responsibility to remove all excess material, equipment and debris from the premises.  11. Upon substantial completion, a scheduled punchlist inspection shall be conducted by the school district to identify any item(s) requiring additional work. All items noted on the punchlist shall be accomplished by the contractor prior to final payment. |

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| D. | Miscellaneous Requirements |
|  | The law requires that Section 1 through 5 of KSA 44-1030 (as follows) are to be included in all contracts to which our agency is a party: Except those with contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is $5,000.00 or less, or who have fewer than four (4) employees:  1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in the particular work, national origin or ancestry;  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, “equal opportunity employer” or similar phrase to be approved by the commission;  3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of KSA 1976 Supp .44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;  4. If the contractor is found guilty of violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and  5. The contractor shall include the provisions or paragraphs one (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. |
| E. | Payments to the Contractor: |
|  | In order for payment to occur on the “Payment Release Date”, the vendor’s INVOICE and the “BLUE” receiving copy of the Shawnee Mission purchase order must be received into the Business Office by the school cut-off date (preferably earlier) so that sufficient time is allowed for the payment to actually be processed through the Accounts Payable system.  **INVOICES MUST BE SUBMITTED TO THE APPROPRIATE PROJECT MANAGER FIVE DAYS PRIOR TO THE SCHOOL CUT-OFF DATE. SUBMIT INVOICES TO THE PROJECT MANGER AT THE OPERATIONS & MAINTENANCE OFFICE AND NOT TO THE McEACHEN OFFICE.** |

**CONTRACTOR AND VENDOR CODE OF CONDUCT**

Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district properties:

1. Physical or verbal contact with students or non-designated staff.
2. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
3. Drugs and/or alcohol consumed or present on district properties.
4. Firearms and hunting items.
5. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

**INSURANCE REQUIREMENTS**

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| --- | --- |
| A. | Worker’s Compensation Insurance: Worker’s Compensation and Employer’s Liability Insurance as required by law to cover fully all employees. |
|  |  |
| B. | Bodily Injury and Property Damage Insurance: A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide damage arising from one accident, with not less than $1,000,000 aggregate damages to, or destruction of property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than $1,000,000 bodily injury and $1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired or nonowned. |
|  |  |
| C. | Special Insurance: Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of $1,000,000 for the following hazards: |
|  |  |
|  | Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the contractor’s operations, or injury to or destruction of property above or below ground resulting therefrom.  Property damage insurance shall also cover the collapse of, or structural injury to, any building or structures on or adjacent to the owner’s premises, or the injury to or destruction of equipment and/or property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavation below the ground, where the construction of a new structure or the demolition of any existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, and existing structure or structures. |
|  |  |
| D. | Subcontractor’s Insurance: If a part of this contract is sublet, the contractor shall either cover any or all subcontractors in his insurance policies; **or** require each subcontractor to secure insurance which will protect him against all applicable hazards not covered by the contractor’s insurance. |

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| **SHAWNEE MISSION PUBLIC SCHOOLS** | | | |
| **ACCOUNTS PAYABLE SCHEDULE** | | | |
|  |  |  |  | |
| **School** |  | **Payments** |  | |
| **Cut Off** |  | **Released** |  | |
|  |  |  |  | |
| 5/11/2018 |  | 5/22/2018 |  | |
|  |  |  |  | |
| 6/15/2018 |  | 6/26/2018 |  | |

Note: Additional dates beyond June 2018 will be added as they become available pending Board of Education schedule establishment for the 2018-2019 school year.

**PROPOSED PROJECT SCHEDULE**

**Preventative Maintenance Repair and Color Coating of Tennis Courts at**

**SM North, Westridge and Trailridge Middle Schools.**

**RFP Number 18-038**

**DATE ACTIVITY**

6/12/18 Bid Opening. 10:00 a.m. CST

6/25/18 Bid Approval by Board of Education

6/26/18 Notice to Proceed

6/23/18-7/15/18 Shop drawing/material submittals preparation

and review

7/18/18-8/27/18 Repairs and color coating of tennis courts

8/27/18 Substantial Completion, Identification of

Punchlist list

8/27/18-9/1/18 Correction of Punchlist items

9/1/18 Full use of tennis courts by School District

**PROJECT BUILDING LOCATIONS**

**It is recommended that vendors visit the sites. A scheduled walk through will be Wednesday, May 30th, 2018 at 2:00 p.m. with District Personnel.**

SM North 7401 Johnson Drive

Overland Park, Kansas 66202

Westridge Middle School 9300 Nieman Rd.

Overland Park, Kansas 66214

Trailridge Middle School 7500 Quivira

Lenexa, KS 66216

GENERAL INFORMATION

1. TERMINOLOGY

The term contractor, manufacturer and supplier may be used interchangeably. Purchaser or Owner shall refer to Unified School District #512 of Johnson County, Kansas (Shawnee Mission Public Schools).

2. TEMPORARY UTILITIES

Temporary power required for installation shall be contractor's responsibility.

3. PERMITS AND FEES

All necessary permits and fees for surveys, licenses, site preparation, utility connections to comply with applicable state and local codes or statutes and other similar charges, except those required for transportation of the structure, will be the responsibility of the contractor unless the Contract specifically states otherwise.

4. CRITERIA FOR AWARD OF CONTRACT

In addition to the dollar sum bid, the Owner will review the following in formulating the decision to award a Contract. These additional criteria are:

A. The successful Bidder preferably to be a manufacturer or authorized contractor.

B. The length of construction time in accordance with specified delivery time period.

C. The probability that the Bidder can perform in accordance with the Bidding Document.

D. The likelihood that the Contractor will perform without delay or interference.

E. The responsibility and reputation of the Bidder.

5. PAYMENT SCHEDULE

The contractor may draw ninety percent of the bid price upon delivery and installation at the designated site. The balance (ten percent) shall be paid within thirty days of the completion of the punch list, final acceptance, and consent of surety to release of lien.

6. REQUIRED BONDS

Bid Security - A bid security in the form of a Bid Bond in 5% of the greatest amount bid must be included with the bid at time of bid opening. A cashier's check may be utilized for this requirement if prior notice of such intent is given the Owner.

Performance and Payment Bond -The successful Bidder, upon notice of award of contract will, within fifteen working days, and prior to commencement of work, provide the owner performance and payment bonds for 100% of the total sum bid.

Statutory Bond -The successful Bidder, upon notice of award of contract will, within fifteen working days, and prior to commencement of work, provide Kansas Statutory Bond covering the faithful performance of the contract for 100% of the total sum bid.

General -All bonds submitted must be issued by an entity authorized to do business in Kansas for the specific purpose of issuing bonds. If issued by an agent, the bond must carry a Power of Attorney and all required seals. Photo copies of bonds will not suffice for this requirement.

7. INSURANCE

Insurance per the Terms and Conditions.

8. LIQUIDATED DAMAGES

All materials must be delivered to the site as required by the Bidder to allow the work to progress as needed to achieve the Substantial Completion date. Upon arrival on site, the contractor/supplier is to finish all work necessary to complete the installation in its entirety. Contractor/Supplier shall finish said functions by the Substantial Completion Date as determined by the schedule indicated in these bidding documents. Failure to meet this requirement will result in a forfeiture of $250.00 for each consecutive calendar day which the work is not complete, beginning with the first day beyond the substantial completion time stated, NO EXCEPTIONS.

9. MATERIAL SUBSTITUTION

In some instances, circumstances may dictate substitutions. Any changes and/or substitutions of materials, products, equipment, etc., as specified herein may be made by the Contractor, provided that such change and/or substitution are of like grade and equal or better quality than the originally specified items and that any substitutions shall be approved by the Owner.

10. CLEAN-UP

The Contractor shall insure that upon completion, the site is cleaned, left free of excess materials, and all debris properly disposed of in waste containers.

11. SHOP DRAWINGS / MATERIAL SUBMITTALS

A complete set of shop drawings and/or material submittals shall be submitted to the Owner for review. The drawings will be to scale, complete with notes, and reflect all elements of the installation.

12. PRODUCT SELECTION

The manufacturer warrants that no materials, glues, paints, insulation, nor other products used in the construction of these buildings contains asbestos, lead paint, or volatile organic compounds.

13. DESCRIPTION OF THE WORK

Shawnee Mission Public Schools is soliciting bids for the Preventative Maintenance Repair and Color Coating of Tennis Courts at SM North, Westridge and Trailridge Middle Schools, which shall include removal of all court net systems, performing all required maintenance repairs to the existing conditions, thoroughly clean and prep the surfaces, perform the new color coating of the tennis courts with colors that match the existing colors, then reinstall the court net systems as required to meet the USTA and ASBA regulations. This bid is to include all labor, materials, equipment, supervision; and all installation work as needed. **All bidders are encouraged to visit the site to see the conditions prior to submitting a bid.**

14. SPECIFICATIONS

Specifications are detailed in the attached specifications and information.

15. SPECIAL TERMS & CONDITIONS

N/A.

**PREVENTATIVE MAINTENANCE REPAIR AND COLOR COATING OF TENNIS COURTS SPECIFICATIONS AND SCOPE OF WORK**

The general Scope of Work for services to be performed at each site will be to perform all required maintenance repairs and to install a new color coating, including court markings, to bring the existing tennis courts up to new playing conditions.

Note: California Products Corporation products are listed as the basis of design. Equal products subject to compliance with requirements shall be considered upon submittal and review.

**Outline Scope of Work/Specifications: SM NORTH**

1. Remove all court net systems. **Note:** The net on the center court of the north three courts is to be discarded and be replaced with a new net to match the other existing net systems. All other net systems are to be reinstalled at the end of the work.
2. Thoroughly clean the tennis court surface to remove dirt or debris.
3. Fill all cracks with Court Patch Binder.
4. Fill in all Shale holes with filler.
5. Hide out all crack fillings using acrylic resurfacer.

Tennis Court Surfacing: (contractor to field verify square footage)

Acrylic Resurfacer: California acrylic resurfacer shall be applied by pouring from a bucket or wheeled container to continuous parallel lines and spreading immediately with 30 inch wide rubber-faced squeegees. After each coat has dried all ridges shall be scraped and removed. **(1) Coat**.

Fortified Plexipave: **(Red Court, Green Sidelines and White Stripes)**

Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be 30 gallons Color Base, 20 gallons Plexichrome, and 20 gallons water. Fortified Plexipave shall be applied per manufacturer’s recommendation. **(2) Coats**.

Playing Lines: Following the drying of the finished surface, lines shall be established per USTA and ASBA regulations, taped, and striped using California Line Paint. All lines shall be two (2) inches in width. **(2) Coats**.

Traffic: Following the painting of playing lines it is recommended that the courts be allowed to cure for two (2) days prior to being opened for play.

Court surface outside of the fence shall be color coated the same color as the border of the tennis courts.

Reinstall Net systems: After the curing time for the surfaces has elapsed, reinstall the net systems as required to meet the USTA and ASBA regulations. Provide and install a new net system at the center court of the three north courts. New net system shall match the other systems.

**Outline Scope of Work/Specifications: WESTRIDGE AND TRAILRIDGE MIDDLE SCHOOLS**

1. Remove all court net systems. All net systems are to be reinstalled at the end of the work.
2. Thoroughly clean the tennis court surface to remove dirt or debris.
3. Fill all cracks with Court Patch Binder.
4. Fill in all Shale holes with filler.
5. Hide out all crack fillings using acrylic resurfacer.

Tennis Court Surfacing: (contractor to field verify square footage)

Acrylic Resurfacer: California acrylic Resurfacer shall be applied by pouring from a bucket or wheeled container to continuous parallel lines and spreading immediately with 30 inch wide rubber-faced squeegees. After each coat has dried all ridges shall be scraped and removed. **(1) Coat**.

Fortified Plexipave: **(Green Courts with White Lines)**

Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be 30 gallons Color Base, 20 gallons Plexichrome, and 20 gallons water. Fortified Plexipave shall be applied per manufacturer’s recommendation. **(2) Coats**.

Playing Lines: Following the drying of the finished surface, lines shall be established per USTA and ASBA regulations, taped, and striped using California Line Paint. All lines shall be two (2) inches in width. **(2) Coats**.

Traffic: Following the painting of playing lines it is recommended that the courts be allowed to cure for two (2) days prior to being opened for play.

Court surface outside of the fence shall be color coated the same color as the border of the tennis courts.

Reinstall Net systems: After the curing time for the surfaces has elapsed, reinstall the net systems as required to meet the USTA and ASBA regulations.

Note: It is recommended that all contractors visit the site to confirm the size of the court area and all the existing conditions prior to submitting their bids. If there are any questions about the conditions, scope of work or the specifications, please let the District know.

