



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

**May 23, 2025**

### **REQUEST FOR PROPOSAL / BID**

#### **EIFS Storm Damage Repair, Andover Middle School**

Andover Public School District USD 385 will accept proposals for parking lot renovations as described in the attached request. Qualified organizations (Respondent) are invited to submit a proposal as described herein.

#### **PROPOSALS / BIDS SHALL BE LABELED**

**“AMS EIFS Repair”**

#### **AND EMAILED AND/OR MAILED TO:**

Richard Bell  
202 W. Market  
Andover, KS 67002  
bellr@usd385.org

#### **QUESTIONS MAY BE DIRECTED TO:**

Richard Bell  
**Phone:** 316-218-4611  
**Email:** bellr@usd385.org

#### **PROPOSALS / BIDS MUST BE RECEIVED BY:**

**June 3, 2025 by 12:00pm**

#### **PUBLIC ADVERTISEMENT**

<https://www.usd385.org/about-us/district-bid-page>



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

### STATEMENT OF TERMS AND CONDITIONS

The Andover Public School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

### REVIEW PROCESS

Following the submittal deadline, the proposals shall be evaluated. Vendors will be evaluated according to their response to the Request for Proposal. The District reserves the right to extend any evaluation period beyond specified RFP timeline. ***The district will not be hosting a formal bid opening for this project.***

### QUALIFICATIONS/PROPOSAL

The following information shall be provided in the proposal using the included response form:

- A. Name and title of a single point of contact.
- B. Official pricing response.
- C. Sample Agreement (if applicable)  
A copy of the formal agreement you may recommend between your company and the District
- D. References: *Include contact name and email address and/or telephone number.* Reference list must include 3 clients for which the company has provided the same/comparable service in the last year.
- E. An on-site evaluation and with district staff may be required and can be arranged by contacting Richard Bell. See scoring rubric.
- F. Proposers are responsible for taking actual project measurements to determine square footage/linear footage for proposal and repair purposes.

### SUBMITTING A RESPONSE

In submitting a proposal, the Respondent agrees to provide the services outlined in the proposal according to the fee structure enumerated in the same proposal. The successful Respondent will be notified of district staff's intent to seek board approval of their proposal.

The District reserves the right to terminate the relationship with the Respondents at any time and for any reason.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, respondents should clearly limit responses to the specific criteria in the order listed. No joint responses (proposals) will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered.



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

### **SELECTION CRITERIA**

Proposals will be evaluated to determine which proposal best meets the needs of the District. Evaluation considerations may include the following: prior comparable experience, the vendor's organization, size, structure and capacity to complete work on-time, qualifications of personnel assigned to work with the District, responsiveness of the written proposal, history of successful work with the district and fees. **A Scoring rubric is attached.**

### **TERMINATION:**

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

#### **(a) TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or canceled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

#### **(b) TERMINATION FOR CAUSE**

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

#### **(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

### **NOTICE OF NON-DISCRIMINATION:**

Andover USD 385 does not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in admission, access to, or treatment in its programs and activities. Any persons having inquiries concerning USD 385's compliance with regulations implementing Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, may contact the Assistant Superintendent for Human Resources, 1432 N. Andover Road, Andover, Kansas, 67002, (316-218-4661), who has been designated to coordinate the district's efforts to comply with these laws.



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

### **DAVIS BACON ACT:**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **CONTRACT WORK HOURS and SAFETY STANDARDS ACT:**

(40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **(F) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **CLEAN AIR ACT:**

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). .

### **DEBARMENT AND SUSPENSION:**

(Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **BYRD ANTI-LOBBYING AMENDMENT:**

(31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

### **MINIMUM SPECIFICATIONS:**

- On-site inspection is a requirement for bidding, no sight unseen responses will be accepted
- Remove and replace existing damaged EIFS. Installation to include new EIFS systems, new foam where needed. EIFS to match existing color as closely as possible with understood variance allowed for sun fade and other natural elements.
  - 3 upper roof facade sections
  - East upper peak
  - West upper peak

All work **MUST BE COMPLETED** by August 8, 2025, no exceptions.

*All work and site visits to be coordinated and scheduled with Richard Bell and/or Mike Rickenbrode.*

## ANDOVER PUBLIC SCHOOL DISTRICT USD385

**RESPONSE FORM:**

## Contractor Information

<b>Company Name</b>	
<b>Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Contact Email</b>	

## Proposal Information

Description of Work to be Performed	Proposal Amount
<b>TOTAL OF ALL PROPOSALS</b>	

**Quantities, material types, and other relevant information that demonstrates adherence to specifications must also be included in qualifying responses. This response sheet is for pricing information only.**



## ANDOVER PUBLIC SCHOOL DISTRICT USD385

### REFERENCES:

Contact Name	Company	Phone Number	Email Address





## ANDOVER PUBLIC SCHOOL DISTRICT USD385

### Andover USD 385 – RFP / BID Matrix

**Project: AMS EIFS Repair**

**Date: 1-29-2025**

<b>Factors Considered</b>	<b>PROPOSER #1</b>	<b>PROPOSER #2</b>	<b>PROPOSER #3</b>
Site Visit Conducted <b>0 Points (yes or no)</b> <i>Answer of no is a disqualification</i>			
Adherence to Specifications and/or alternates presented <b>Up to 10 Points</b> <i>Answer of no is a disqualification</i>			
Total Cost <b>Up to 75 points</b> Lowest Responsible bid =75 points. Subsequent bids were reduced by 5 points per position.			
References and prior work history. <b>Up to 15 points</b>			
<b>Project Total</b>			

**Scoring Team: Richard Bell and Mike Rickenbrode**