

UNIFIED SCHOOL DISTRICT NO. 506 _____ ALTAMONT, KANSAS

INVITATION TO BID

Notice is given hereby that the
BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 506
ALTAMONT, KANSAS

Bid # 18-506-1

will accept proposals for
Poured In-Place FEMA Approved Shelter(s)
Various locations throughout USD 506

To be eligible for consideration, the contractors must be able to provide certification from a licensed Professional Engineer or a Registered Architect that the pre and post constructed poured in place safe room(s) and all items that contribute to the operation of the safe room(s) have or will be constructed to meet or exceed FEMA 361, including but not limited to the foundation and safe room anchoring requirements, doors, windows, electrical or passive ventilation, communications equipment, signage, steps, stairs, and eligible below ground electrical lines.

Furthermore, the poured in place safe room(s) must also meet or exceed the criteria set forth in FEMA P-361, *Safe Rooms for Tornadoes and Hurricane, Guidance for Community and Residential Safe Rooms, 3rd edition*.

USD 506, Labette County Public Schools requests your bid quotation to build poured in place safe room(s). Safe rooms must meet or exceed the criteria set forth in FEMA P-361, *Safe Rooms for Tornadoes and Hurricane, Guidance for Community and Residential Safe Rooms, 3rd edition*.

All sealed bid proposals must be received by mail or delivered prior to 10:00 a.m. CDT on the **19th day of July, 2018**, to the address reflected below. Be sure to use PO Box Number if mailing. Bids received after 10:00 a.m. CDT will not be accepted. It is understood that USD 506 is in no way responsible for the delivery failure of any form of mail/delivery service.

Bids will be opened and read aloud at 10:01 a.m. CDT, **July 19, 2018**, at 401 South High School Street, Altamont, Kansas. Vendors need not attend but are welcome.

Name of bidder, the date and time of bid opening, and "FEMA Shelter(s)" must be plainly marked in the lower left-hand corner of the sealed envelope, which contains the bid.

Board of Education action on the bids should take place at the Board of Education meeting on **Monday, August 13, 2018 or before at a Special meeting**. The meeting will begin at 7:00 p.m. at Labette County High School, 401 South High School Street, Altamont, Kansas. Bidders need not attend but are welcome.

Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the contractor's bid.

A Performance Bond and a Material Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable by the board.

No bid shall be withdrawn after the opening of bids without consent of the Board of Education, for a period of sixty (60) days after the scheduled time of closing bids.

Official notification of bid acceptance will be in the form of a USD 506 purchase order.

General Bid Information

Any deviations from the specifications must be listed separately. USD 506 reserves the option to consider and accept deviations in specifications if they are in the best interest of the district.

All bids must be submitted on the attached Bid Specification Form (Appendix B). Fill out a bid form for each location.

The Board of Education, Labette County Public Schools, USD 506 reserves the right to reject any or all bids and to waive any informality or technicality in bidding, if it be in their best interest to do so.

Other Bid Requirements

NON-DISCRIMINATION – STATE The contractor hereby agrees to require that sections 1 through 5 of K.S.A. 44-1030 (as follows) are to be included in all contracts to which the contractor’s agency is a party; except those with contractors, vendors or suppliers whose cumulative dollar total in the fiscal year is \$5,000.00 or less, or who have fewer than four 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, national origin or ancestry, physical handicap unrelated to such person’s ability to engage in the particular work;

(2) In all solicitations or advertisements for employees, the contractor shall include the phrase “Equal Opportunity Employer,” or a similar phrase to be approved by the Kansas Commission on Human Rights;

(3) If the contractor fails to comply with the manner in which reports to the Kansas Commission on Human Rights in accordance with the provisions of K.S.A. 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 Unified School District 506;

(4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Human Rights 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 Unified School District 305; and

(5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (5) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

NON-DISCRIMINATION – USD 506 The Unified School District 506 does not discriminate on the basis of race, color national origin, sex, handicap, disability, or age. Persons having inquires may contact the ADA and Section 504 Coordinator, 401 South High School Street, Altamont, KS 67330, (620) 784-5326.

Please call John Wyrick at the telephone number listed below with any questions you have about this proposal for bid.

USD 506, Labette County Public Schools
Attn: John Wyrick, Superintendent of Schools
401 S. High School Street
P O Box 189
Altamont, Kansas 67330
Telephone Number:
620-784-5326

APPENDIX A

USD 506, Labette County Public Schools BID SPECIFICATIONS

Unless stated otherwise the following are required minimum specifications that must be met to be considered for bid purposes for the work to be performed for USD 506. USD 506 reserves the option to accept some deviations in the specifications if they are deemed to substantially meet the listed specifications.

Part 1- GENERAL

1.1 Summary

- A. The work herein includes, but is not limited specifically to, furnishing all labor, materials and equipment necessary to perform all work associated with building the poured in-place shelters.
- B. Design and build poured in place shelter(s) that meet or exceed FEMA P-361(3rd Edition, 2015) standards.
- C. Provide prints drawn by a licensed Professional Engineer or a Registered Architect.
- D. Provide prints drawn by a licensed Professional Engineer or a Registered Architect with Peer Review.
- E. Provide prints drawn by a licensed Professional Engineer or a Registered Architect that are stamped and compliant.
- F. Follow and provide documentation that the Region 7 check list was used during the preconstruction and construction phase of the project(s).
- G. Assist the owner with the Design Review Checklist and assist the owner with documentation and the completion of the certification.
- H. Proposal(s) shall include all fees for permits, licenses, geophysical inspections and testing as well as all outside inspections required by FEMA.
- I. Design and build poured in place shelter(s) that meet or exceed FEMA P-361 (3rd Edition, 2015) standards that comply with ADA.
- J. Contractor shall furnish all equipment, machinery, tools and labor to perform work for construction of the shelter(s).

- K. Contractor will obtain and pay for necessary permits and inspection for work associated with this project. A copy of the permit and completed inspection record card shall be provided to USD 506.
- L. The Contractor shall abide by all laws and ordinances.
- M. Use of explosives will NOT be permitted.
- N. Burning of any debris, trees or rubbish will NOT be permitted.

1.2 Key Project Elements

- A. A purchase order will be issued following approval by the Board of Education at their August 13, 2018 or after a special board meeting before the August 13th meeting. USD 506 Maintenance and Operations Director and Superintendent must approve final work schedule prior to commencement of work.
- B. Contractor is required to secure the affected work area before, during and immediately following work until such time as the work area is released to the owner for full use. School may not be in session while work is performed.
- C. All property owned by USD 506 is drug-free, tobacco-free, and alcohol-free by state law. Contractor is required to abide by this law.
- D. All property owned by USD 506 is a weapon-free zone. Contractor is required to abide by this request.

1.3 Contractor Responsibility

- A. Contractor will protect the work area from damage by equipment, tools, and other work related to scope of work at various locations. Contractor is responsible to restore the disturbed area(s) of the work area to its pre-project construction condition or better.
- B. Contractor is responsible for any and all repair of the sidewalks, curbs, driveways, grass, adjacent buildings, trees scheduled to remain, etc. due to damage caused by tools, equipment, motor vehicles, etc. used in or related to the project.
- C. Contractor will obtain waste disposal manifest(s) and pay tipping associated fees for debris hauled from the site.
- D. Contractor is responsible to insure contractor's employees adhere to state laws regarding school grounds as drug-free, tobacco-free, and alcohol-free at all times.
- E. Contractor will provide restroom facilities for contractor's employees.

1.4 COMPLETION TIME

- A. The work schedule established by USD 506 Maintenance and Operations Director and Superintendent will be strictly enforced. The areas affected by this project must be turned over to USD 506 for full use by the stated completion date. Project schedule will be determined upon the Board of Education entering into a contract with the contractor.
- B. The Contractor shall coordinate this project with any functions involving the school facility so as not to disrupt normal activities.
- C. No work may begin before approval of the bid by the USD 506 Board of Education.
- D. Any weather and/or wet soil conditions that would delay the commencement of the project will be so noted and logged. Weather delays throughout the course of the project will be logged as well.

1.5 Quality Assurance

- A. Company and/or firm qualifications: Engaged and experienced firm that has successfully completed work similar to that indicated for this Project.

Part 2 - INSTRUCTIONS TO BIDDERS

2.1 SITE VISIT

- A. Bidders are encouraged to visit the project(s) site and familiarize themselves with the conditions and actual quantities required for their respective scopes of work, and to gather all other information necessary to complete the project.
- B. Bidders, at their own expense, can and are encouraged to survey and investigate the affected areas as necessary to arrive at a bid price.

2.2 COMPLIANCE

- A. Any bidder shall list a minimum of three (3) projects that have been performed by the current company under the same company name as listed. All projects must be of similar scope.
- B. Submit two (2) letters of reference with the bid form for similar scope work performed within the past five (5) years. Letters of reference must include the contact name and current valid phone number of the facilities manager or building administrator of the facility in which the work was performed as well as a short description of the scope of work performed.

Part 3 - SUPPLEMENTAL CONDITIONS

3.1 INSURANCE: CONTRACTOR LIABILITY INSURANCE

- A. Worker's Compensation and Employers Liability insurance provided to the district prior to commencement of work.
- B. Commercial General Liability shall not be less than \$1,000,000 General Aggregate.
- C. Business Automobile Liability shall have a combined single limit of \$1,000,000.

3.2 BUILDERS RISK INSURANCE

- A. The contractor shall provide builders risk insurance. A copy of the builders risk policy must be secured prior to commencement of work.

3.3 BOND: STATUTORY BOND

- A. The successful bidder shall furnish a statutory bond in an amount not less than 100% of the base bid. Statutory bond shall be filed and recorded with the Clerk of the District Court following bid award.

3.4 BID BOND

- A. Each bid shall be accompanied by a bid bond or certified check for the amount of five percent (5%) of the base bid and made payable to Unified School District 506. A recognized surety authorized to do business in the State of Kansas shall issue the bid bond.

3.5 PERFORMANCE BOND

- A. The Contractor shall provide and pay for a bond covering faithful performance of the contract and the payment of all obligations arising thereunder by a Corporate Surety acceptable to the Owner and authorized to do business in the State of Kansas as approved by the Owner.
- B. The Bidder shall deliver said bond to the Owner not later than ten (10) days after the execution of the contract.

Part 4 - EXECUTION

4.1 Examination

- A. Survey existing conditions and correlate with requirements indicated to determine extent of work required.

4.2 Poured In-Place Safe Room(s): **Scope of Work**

- A. To be eligible for consideration, the contractors must be able to provide certification from a licensed Professional Engineer or a Registered Architect that the pre and post constructed poured in place safe room(s) and all items that contribute to the operation of the safe room(s) have or will be constructed to meet or exceed FEMA 361, including but not limited to the foundation and safe room anchoring requirements, doors, windows, electrical or passive ventilation, communications equipment, signage, steps, stairs, and eligible below ground electrical lines.
- B. Furthermore, the poured in place safe room(s) must also meet or exceed the criteria set forth in FEMA P-361, *Safe Rooms for Tornadoes and Hurricane, Guidance for Community and Residential Safe Rooms, 3rd edition*.
- C. The following deliverables are required to be considered for selection:

Use methods required to complete scope of work within limitations of governing regulations and as follows:

- Design and build poured in place shelter(s) that meet or exceed FEMA P-361(3rd Edition, 2015) standards.
- Provide prints drawn by a licensed Professional Engineer or a Registered Architect
- Provide prints drawn by a licensed Professional Engineer or a Registered Architect with Peer Review.
- Provide prints drawn by a licensed Professional Engineer or a Registered Architect that are stamped and compliant.
- Follow and provide documentation that the Region 7 check list was used during the preconstruction and construction phase of the project(s).
- Assist the owner with the Design Review Checklist and assist the owner with documentation and the completion of the certification.
- Proposal(s) shall include all fees for permits, licenses, geophysical inspections and testing as well as all outside inspections required by FEMA.
- Design and build poured in place shelter(s) that meet or exceed FEMA P-361 (3rd Edition, 2015) standards that comply with ADA.
- Contractor shall furnish all equipment, machinery, tools and labor to perform work for construction of the shelter(s).

4.3 Salvage and Rubbish

- A. Salvage and rubbish from the project shall become the property of the Contractor and shall be promptly removed from the site.
- B. The Owner shall remove all items he desires for salvage prior to the start of work and the Contractor shall not be responsible for transport of Owner salvage.

4.4 Disposal of Materials

- A. General: Promptly dispose of materials. Do not allow materials to accumulate on-site.
- B. Disposal: Transport materials off Owner's property and legally dispose of them.
 - a) The Contractor shall properly dispose of all materials removed from the projects listed. Hazardous materials shall be disposed of in a manner that satisfies the law.

Part 5 – SPECIAL CONDITIONS

5.1 Limitations

- A. Contractor shall be limited to the hours of 5:00 a.m. to 8:00 p.m. daily, 7 days a week.
- B. Interior work performed by the Contractor shall be permitted to occur 24 hours per day, 7 days each week.
- C. The Owner reserves the right to halt work temporarily if noise complaints or other concerns (dust, congestion or coordination) develop due to work activities by the Contractor.
- D. Arrangements may be made to work additional times if approved in advance by Brent Barragar, maintenance director.
- E. Every effort shall be made to secure the work area such that it is safe for USD 506 staff, students and patrons to use the adjacent parking lot during the timeline.
- F. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction.

Part 6 – CONTRACT CLOSEOUT

6.1 Final Cleaning

- A. Execute final cleaning prior to final inspection
- B. Remove waste and surplus materials, rubbish, and construction facilities from the site.

6.2 Closeout Procedures

- A. It is the contractor's responsibility to inform the director of maintenance (Brent Barragar) when the work is complete and ready for Superintendent's inspection by scheduling with the Superintendent a final walk through.
- B. Following completion of all punch items identified by the director of maintenance, the director of maintenance shall inform the Superintendent that the work has been inspected and is complete and shall inform the contractor they can submit for final Application for Payment.

APPENDIX B

*Poured In-Place FEMA Approved Shelter(s)
Various locations throughout USD 506
Labette County Kansas Public Schools, USD 506*

18-506-1

BID PROPOSAL FORM

**Poured In-Place FEMA Approved Shelter(s)
Various Locations throughout USD 506
ALTAMONT, KANSAS 67330**

CONTRACTOR

**FOR
UNIFIED SCHOOL DISTRICT 506
ALTAMONT, KANSAS**

ADDRESS

CITY / STATE

CONTACT NAME PHONE / FAX

1.1 BID PROPOSAL FORM:

The undersigned agrees to furnish all labor, equipment, documentation and materials necessary for the Construction of safe room(s) at various locations throughout the USD 506 school district in accordance with Contract Documents.

1.2 BID SECURITY:

Bid Security Included (Check One): Yes No

1.3 BASE BID:

For all Work described in the Contract Documents, each bidder agrees to perform said work, as detailed below for the lump sum as shown:

_____ (\$ _____)

AMOUNT OF BASE BID SHALL BE SHOWN IN BOTH WRITTEN FORM AND NUMERICAL FORM. In the event of a discrepancy between the two, the written amount will govern.

1.4 ALTERNATE BIDS

Alternate No. 1: State the amount to be added to the Base Bid to provide the Performance and Payment Bonds for the project.

Add: _____ (\$ _____)

AMOUNT OF ALTERNATE BID SHALL BE SHOWN IN BOTH WRITTEN FORM AND NUMERICAL FORM. In the event of a discrepancy between the two, the written amount will govern.

1.5 ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda; list by number and the date appearing on Addenda.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.6 GENERAL:

The undersigned declares that he has carefully examined the specifications, and may or may not have visited the site(s) at which work is to be done, has investigated sources of supply and has satisfied himself or herself as to all the quantities and conditions related to the construction of the Work, and understands that in signing this proposal, he/she waives the right to plead any misunderstanding regarding same.

The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid. That a Bid will be considered incomplete and nonresponsive that includes a "No Bid" or other such language identified and described on the Form of Proposal. The term "No Change" will be considered as a valid bid, as will the figure "0.00".

In submitting this Bid, it is understood that the right is reserved by Owner to reject any or all bids and waive all informalities in connection therewith. It is agreed that this Bid may not be withdrawn for a period of Sixty-days (60) from time of opening.

It is agreed that no person or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid, and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirements have been or will be violated in making or accepting this Bid.

The undersigned has included in all quoted prices the cost for all applicable federal, state, and local taxes to items subject to said taxes.

1.7 NOTICE OF ACCEPTANCE:

If written notice of acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of bids, the undersigned will then execute the formal Contract and deliver, within ten (10) days of notification, all bonds and certificates of insurance as required by the Specifications.

In the case the undersigned fails or neglects to execute the Contract or deliver required bonds and insurances within ten (10) days of notification, all bonds and certificates of insurance as required by the Specifications, the undersigned will be considered as having abandoned the Contract and shall forfeit his bid security.

1.8 MAILING ADDRESS:

The undersigned designates as his office to which such Notice of Acceptance may be mailed, telegraphed or delivered:

1.9 BID WITHDRAWAL:

This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any valid postponement thereof.

1.10 LIST OF SUB-CONTRACTORS AND MATERIAL SUPPLIERS:

The bidder, upon award of a contract, agrees to furnish for approval a list of the proposed subcontractors and material suppliers no later than fourteen (14) days after award of said contract.

1.11 CERTIFICATION:

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the condition and provisions of these documents.

Dated: _____, 2018.

Firm Name: _____

Address: _____

Signature: _____

Name Printed: _____

Title: _____

(Seal - Bidder is a Corporation)

If Bidder is a Corporation, identify State of Incorporation; if a Partnership, give full name of all partners.

Poured In-Place FEMA Approved Shelter(s)
Various locations throughout USD 506
Labette County Kansas Public Schools, USD 506

18-506-1

1.12 BID SUBMITTALS:

Envelopes containing Bids must be opaque, sealed, identified and addressed to:

Office of Superintendent
401 South High School Street
Altamont, Kansas 67330

BID FOR:

Poured In-Place FEMA Approved Shelter(s)
Various locations throughout USD 506
Labette County Kansas Public Schools, USD 506

18-506-1

Name and Address of Company Submitting Bid:

END OF BID PROPOSAL FORM

BID NOTICE

Labette County Public Schools, USD 506 is requesting bid quotations for poured in-place FEMA approved shelter(s). Written sealed bids will be received by the Board of Education of Unified School District No. 506, Labette County Public Schools, Kansas at the office of the Board of Education, located at 401 South High School Street, Altamont, Kansas on the 19th day of July, 2018 by 10:00 a.m. Bid opening will be at 10:01 a.m. Bid information and specifications may be received from John Wyrick, Superintendent of Schools, USD 506, 401 South High School Street, PO Box 189, Altamont, KS 67330, Telephone 620-784-5326 or by visiting the district website at www.usd506.org.