

BID PACKAGE

INCLUDING SPECIFICATIONS
FOR

**ROOF TOP UNITS
REPLACEMENT
PROJECT**



for the

BISMARCK R-5 SCHOOL DISTRICT
Bismarck, Missouri

Located in

ST. FRANCOIS COUNTY, MISSOURI

DATE OF ISSUE: September 13, 2023

ADVERTISEMENT FOR BIDS

Bismarck R-5 School District
165 Campus Drive
Bismarck, MO 63624

Separate bids for the construction of the:

ROOF TOP UNITS REPLACEMENT

Said project consists of the removal of eight (8) damaged roof top mechanical units and replacement with new units, and potentially two (2) other alternate damaged roof top mechanical units and replacement with new units, as described on the Bid Form and in the Scope of Work.

Bid forms will be received by the Bismarck R-5 School District at the office of Bismarck R-5 School District, 165 Campus Drive, Bismarck, MO 63624 until **12:00 p.m.** local time on **Friday, October 6, 2023**, and then at said office publicly opened and read aloud. The Board of Education will select the company for which to award the project at the regular meeting of the Board of Education scheduled for **Thursday, October 12, 2023**, starting at 6:00 p.m., held in the elementary library at Bismarck School District.

RFP can be obtained at <<https://bismarckindians.org>> [select District Info. for pull down menu and select RFPs], or may be obtained at:

Bismarck R-5 School District
Administrative Office
165 Campus Drive
Bismarck, MO 63624
573.734.6111 Phone

There will be a **MANDATORY PRE-BID MEETING** for all interested Contractors on **Thursday, September 28, 2023 at 11:30 a.m.** at the Bismarck R-5 School District Administrative Office. A tour of the project area will be conducted during the Pre-Bid Meeting. **Contractors interested in bidding the project should attend this meeting and take any field measurements, pictures, etc. at this time.**

The Bismarck R-5 School District reserves the right to reject any and all bids, and to waive all informalities not involving price, time, or changes in work.

Description of Work

The work includes the completion of the removal of eight (8) existing damaged roof top mechanical units and the installation of new roof top mechanical units including all of the following that pertain to each individual unit:

- Stainless steel heat exchanger,
- Economizer on the twenty-ton, and the alternate ten-ton and fifteen-ton units,
- Install disconnects on the three (3) four-ton HVAC units,
- Metal hail guards,
- Curb adapters,
- Sheet metal modifications,
- Control & high voltage changes,
- Reconnection to existing gas lines and reconnection to electrical power supply,
- Digital programmable multi-stage thermostat with limit settings,
- Hoisting of all equipment,
- Any cost associated with roofing scope of work should not be included in the bid price; roofing scope of work for HVAC roof modifications shall be coordinated with Meinershagen Roofing and Sheet Metal, LLC and the Bismarck School District, to maintain current roof warranties,
- Proper protection of the roof while work is completed to protect existing roof,
- 5-year minimum warranty covering parts and labor,
- 15-year warranty on heat exchanger,
- Approved manufacturers for units are Carrier, Heil or Bryant, or substitutions must be pre-approved by Bismarck School District,
- Testing and balancing.

The mechanical roof top units to be installed are electric AC, gas heat, and are as follows:

- Three (3) four-ton single-stage HVAC Units in the junior high area
- Four (4) five-ton single-stage HVAC Units in the old gym area
- One (1) twenty-ton two-stage HVAC Unit in the new gym area

The Contractor is responsible for removing the existing damaged units from the roof and placing in a location determined by school officials. The School is responsible for storage and disposal of removed units. The Contractor will be responsible for his/her construction waste and if necessary, provide a construction dumpster for waste material. The Contractor is responsible for keeping all walkways and parking areas in and around work site free of debris and construction waste, as well as parking in areas designated by school officials during school hours. Contractor shall provide temporary toilet facilities for their workers; location of temporary facilities shall be agreed to by District representative. Contractors must pay current prevailing wage to employees as it pertains to St. Francois County for this school project.

See "Alternative Bid 1 & 2" on next page.

Alternative Bid 1

Depending on the cost of the project, the District may choose to purchase alternative units. All items that are applicable from the Description of Work from the base bid apply to this alternate unit.

The following alternate mechanical roof top unit to be installed is electric AC, gas heat:

- One (1) ten-ton two-stage HVAC Unit

Alternative Bid 2

Depending on the cost of the project, the District may choose to purchase alternative units. All items that are applicable from the Description of Work from the base bid apply to this alternate unit.

The following alternate mechanical roof top unit to be installed is electric AC, gas heat:

- One (1) fifteen-ton two-stage HVAC Unit

Items of Agreement by Contractor upon Accepting Notice of Award

1. Tax Exempt:

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

2. Safety:

All practices shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

3. Rights Reserved:

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the District.

4. Respondent Prohibited:

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous written approval of the District.

5. Disclaimer of Liability:

The District, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever, and the Agreement with the District shall so provide.

6. Hold Harmless:

The contractor shall agree to protect, defend, indemnify, and hold the School Board, School District, its officers, commissions, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

7. Law Governing; Public Works:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Contractor acknowledges the District is a public entity subject to public works and other requirements applicable to other bodies and the District's agreements must include such requirements.

8. Anti-Discrimination Clause:

No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

9. Conflicts:

No salaried officer or employee of the District and no member of the School Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

10. Federal Work Authorization Program ("E-Verify"):

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 by.

11. Anti-Israel Discrimination:

Contractor agrees to comply with Missouri's Discrimination Against Israel Statute. Accordingly, Contractor will not engage, during the term of this Agreement, in a boycott of Israeli goods or services either directly or indirectly. Failure to comply will result in forfeiture of their Contract

12. Background Check:

Contractor will obtain criminal and child abuse background checks for its employees assigned to this Project prior to their presence on school premises. Contractor will provide copies of the background checks upon Client's request.

NON-COLLUSIVE AFFIDAVIT STATE OF MISSOURI

County of (_____)

_____, being first
(Type name here)

duly sworn, deposes and says:

That he/she is _____
(a Partner, Officer, or Owner)

of the firm of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Bismarck R-5 School District or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature: _____

(Type name here) (Title)

NOTARY: Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires _____, 20 ____.

CERTIFICATE OF NON-SEGREGATION

The Bidder certifies herewith that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from this bid.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The Bidder agrees that, unless he has obtained identical certifications from proposed subcontractors prior to the award of any subcontracts exceeding \$10,000 which are exempt from the provisions of the Equal Opportunity clause, he will secure identical certifications from all of his subcontractors entering into subcontracts exceeding \$10,000, and that he will retain such certifications in his files until the Project is complete.

Date: _____, 2023

Bidder: _____

By: _____

Type Name: _____

Title: _____

Address: _____

Telephone: (_____) _____ - _____

BID FORM TO: BISMARCK R-5 SCHOOL, BISMARCK, MISSOURI: hereinafter called "Owner".

BID: The undersigned, having examined the proposed Contract Documents titled, "Rooftop Units Replacement Project" located in Bismarck, Missouri, and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, appliances, and to perform all operations necessary to complete the Work as required by said proposed Contract Documents for the stipulated sum amounts as follows:

BASE BID: The work includes the completion of the removal of eight (8) existing damaged roof top mechanical units and the installation of new roof top mechanical units including all of the following that pertain to each individual unit:

- Stainless steel heat exchanger,
- Economizer on the twenty-ton, and the alternate ten-ton and fifteen-ton units,
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(BID FORM CONTINUED BELOW)

(BID FORM CONTINUED)

Alternative Bid 1

Depending on the cost of the project, the District may choose to purchase alternative units. All items that are applicable from the Description of Work from the base bid apply to this alternate unit.

The following alternate mechanical roof top unit to be installed is electric AC, gas heat:

- One (1) ten-ton two-stage HVAC Unit

Alternative Bid 2

Depending on the cost of the project, the District may choose to purchase alternative units. All items that are applicable from the Description of Work from the base bid apply to this alternate unit.

The following alternate mechanical roof top unit to be installed is electric AC, gas heat:

- One (1) fifteen-ton two-stage HVAC Unit

BASE BID

_____ (Dollars)
\$ _____.

ALTERNATIVE BID 1

_____ (Dollars)
\$ _____.

ALTERNATIVE BID 2

_____ (Dollars)
\$ _____.

Unit Manufacturer: _____

Estimated Start Date: _____

Calendar Days to complete project: _____

The undersigned understands and agrees to comply with and be bound by the INSTRUCTIONS TO BIDDERS for this Work and has enclosed Bid security in an amount not less than 5% of the Bidders proposed Base Bid Sum and the Non-Collusive Affidavit.

DATED: _____, 20____.

BIDDER: _____

By: _____ (Seal – If Applicable)

Title: _____

Address: _____

Telephone number: (____) ____ - _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: ROOF TOP UNIT REPLACEMENT PROJECT

The OWNER has considered the BID submitted by you for the above, described **WORK** in response to its request for Bids.

You are hereby notified that your **BID** has been accepted for items in the amount of
_____. (\$_____).

You are required to provide certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the OWNER.

Dated this ____ day of _____, 2023.

Bismarck R-5 School District
Owner

By: _____
Michael Silvy
Superintendent

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____

this the _____ day of _____, 2023.

By _____ Title _____.

NOTICE TO PROCEED

DATE: _____

PROJECT: ROOF TOP REPLACEMENT PROJECT

TO: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____ and you are to complete the work and the area of renovation to be turned over to the OWNER within _____ calendar days of the aforementioned date.

AUTHORIZATION OF NOTICE:

Owner: _____

By: _____
Michael Silvy

Title: Superintendent

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

-- **Contractor:** _____
this the ____ day of _____, 2023.

By: _____

Title: _____

Printed Notice to be placed in local newspaper.

Bismarck R-5 School District
165 Campus Drive
Bismarck, MO 63624

Separate sealed bids for the completion of the:

ROOF TOP UNITS REPLACEMENT

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