

CAMDEN COUNTY SENATE
BILL 40 BOARD

REQUEST FOR PROPOSAL

**2019-2: ROOF SYSTEM REPLACEMENT –
KEYSTONE RESIDENTIAL BUILDING**

SUBMISSIONS SHALL BE ACCEPTED UNTIL
MARCH 18TH, 2019, at 10:00 AM (CST)

And received at:

(If Mailed)
PO BOX 722
CAMDENTON, MO 65020

-OR-

(If Hand-Delivered)
5816 OSAGE BEACH PARKWAY, SUITE 108
OSAGE BEACH, MO 65065

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the products/services described herein in the manner and for the pricing submitted and in accordance with the outlined terms and conditions.

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

E-mail

Fax #

REQUEST FOR PROPOSAL

Sealed offers will be accepted by the Camden County Senate Bill 40 Board for consideration in provision of the following:

2019-2: ROOF SYSTEM REPLACEMENT – KEYSTONE RESIDENTIAL BUILDING

Submissions will be received by the Camden County Senate Bill 40 Board at P.O. Box 722, Camdenton, MO 65020 (if mailed), or 5816 Osage Beach Parkway, Suite 108, Osage Beach MO 65065 (if hand-delivered), until 10:00 AM (CST) on **March 18th, 2019**. Proposals will be publicly opened at the Camden County Senate Bill 40 Board meeting at approximately 4:00 PM (CST) on **March 18th, 2019**, at 255 Keystone Industrial Park Drive, Camdenton, MO 65020, and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.cddr.org or by contacting Linda Simms at linda@cddr.org.

Equal Opportunity Employer

Linda Simms
Compliance Manager/Purchasing Officer

Lake Sun Leader: February 13th, 2019 & February 15th, 2019 – Legal Notices

Lebanon Daily Record: February 13th, 2019 & February 16th, 2019 – Legal Notices

Camden County Senate Bill 40 Board
100 Third Street
P.O. Box 722
Camdenton, MO 65020

REQUEST FOR PROPOSAL

1.0 OVERVIEW

- 1.1 NOTIFICATION. This document constitutes a request for competitive, sealed offers per the provisions of this Request for Proposal (“RFP”) for the roof system replacement at 253 Keystone Industrial Park Drive (residential building) for the Camden County Senate Bill 40 Board (aka “Board”).
- 1.2 PROCESS. The Board will attempt to follow this timetable which shall result in the award to a respondent by **April 15th, 2019.**

Issuance of RFP	February 13 th , 2019
Mandatory Pre-Proposal Conference (10:00 AM CST)	March 4 th , 2019
Deadline for Questions and Inspections (5:00 PM CST)	March 14 th , 2019
Deadline for Submittal of Proposals (10:00 AM CST)	March 18 th , 2019
Opening of Bids (4:00 PM CST)	March 18 th , 2019
Interview with Selected Respondents	April 1 st , 2019, to April 5 th , 2019
Selection of and Award to Successful Respondent	April 15 th , 2019

These dates are estimates and subject to change by the Board.

- 1.3 **MANDATORY PRE-PROPOSAL CONFERENCE. There will be a mandatory Pre-Proposal Conference scheduled for March 4th, 2019 at 10:00 AM (CST). Attendees are to meet at 255 Keystone Industrial Park Drive, Camdenton, MO 65020. Attendance is a prerequisite for submitting a response to this solicitation and will be evidenced by the representative’s signature on the attendance roster. This meeting will provide an opportunity for potential respondents to view the site of work and ask questions/seek clarification on the outlined requirements prior to submitting a response. Attendees will be responsible for supplying all tools and equipment necessary to evaluate the roof, including ladders.**
- 1.4 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION, AND INSPECTIONS OF FACILITIES. Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received by **March 14th, 2019, at 5:00 PM (CST)**. All inspections of the facility must be scheduled before **March 14th, 2019, at 5:00 PM (CST)**. All inquiries and request for inspections shall be directed to:
- Linda Simms, Compliance Manager/Purchasing Officer
Email: linda@ccddr.org
- Contact with any other Board employee or Board member regarding this solicitation is expressly prohibited without prior consent. Respondents directly contacting other Board employees or any Board member risk elimination from further consideration.
- 1.5 ISSUANCE OF ADDENDA. Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of pertinent information related to this solicitation via the issuance of addenda which will be posted at www.ccddr.org. All issued addenda are incorporated by reference as if fully set out herein. **It is the responsibility of each respondent to verify that they have received, acknowledged and included in their submission all addenda related to this solicitation; failure to do so may constitute grounds for bid rejection.** Respondents are

cautioned that the only official position of the Board is that which is issued by the Board in these specifications or addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.6 **RESPONSE SUBMISSION.** Responses shall be submitted in a **sealed envelope or box identified by bid number, bid title, and bid opening date and time**; shall be complete and signed by an official authorized to obligate the agency or company submitting the response; and shall include **one (1) complete original and four (4) exact duplicates**. It is the responsibility of each respondent to deliver his/her submission to the office of the Board, 5816 Osage Beach Parkway, Suite 108, Osage Beach, Missouri 65065, or mailed to PO Box 722, Camdenton, MO 65020, on or before the date and exact time indicated. **No fax or email submissions will be accepted**. Responses will be time and date stamped; those received late will be determined non-responsive and will be returned unopened to the sender without exception.
- 1.7 **BID OPENING.** Submissions will be publicly opened at approximately 4:00 PM CST on **March 18th, 2019**, during the monthly Camden County Senate Bill 40 Board meeting at 255 Keystone Industrial Park Drive, Camdenton, MO 65020. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract will be made at the bid opening.

2. TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS.** The Board shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new; and to accept or request clarification or further negotiate the terms, conditions and/or methodology of any response if, in the Board's sole judgment, the best interests of the Board will be so served.
- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Board.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the Board for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of the Board and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **AS NEEDED, IF NEEDED.** The successful respondent shall provide product or service on an "as needed, if needed" basis for the Board in accordance with the provisions and requirements stated herein. Any quantities included in this request are based on estimates; the Board reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing and/or stated terms.
- 2.7 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner unless done so by the Board via the issuance of an addendum or amendment. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by the Board, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.8 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise the Board if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Compliance Manager/Purchasing Officer and received by **March 14th, 2019**, at 5:00 PM (CST).
- 2.9 **INTERPRETATION.** Should any differences arise as to the meaning or intent of these specifications, the Board's interpretation shall be final and conclusive.
- 2.10 **ASSIGNMENT.** The awarded party shall not assign the contract, subcontract or sublet it as a whole without the prior written consent of the Board. Assignment, subcontracting or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by the Board.

- 2.11 CONFLICT OF INTEREST. In submitting a response, the respondent hereby covenants that at the time of submission, the respondent has no contractual, professional or personal relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract, neither the respondent nor any of its employees shall acquire any other contractual, personal or professional relationships which could create such perceived conflict. All acquaintances or relations must be disclosed by the respondent, respondent employees, Board members, and Board employees; however, the Board shall determine in its own judgment whether the relationship(s) are an actual or perceived conflict in doing business with the respondent.
- 2.12 QUALIFICATIONS OF RESPONDENTS. The Board may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the Board all such information and data for this purpose that the Board may request. The Board reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the Board that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.13 TAX EXEMPTION. The Board is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.14 FUNDS. Financial obligations of the Board payable after the first fiscal year of any contract which may be in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void without penalty to the Board.
- 2.15 PRICES. Prices must be stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered.
- 2.16 APPLICABLE LAW. In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Camden County, Missouri.
- 2.17 BASIS OF AWARD. Award shall be made to the responsible bidder whose offer best responds to the quality, capacity, and service requirements of the Board, as determined by the Board.
- 2.18 PREFERENCE. In making bid awards, the Board shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of Camden when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less. The Board shall also give preference to those firms that employ Camden County residents with disabilities, which includes developmental and intellectual disabilities as defined in RSMo 205.968 and RSMo 630.005.
- 2.19 CHANGE ORDERS. The final contract between the Board and the awarded party(s) will include, by reference, the awarded party's response and the specifications contained in this solicitation. The Board may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Board, authorizing and directing such changes or departures. Any work/service that is unauthorized, and the correction of such unauthorized effort, shall be at the awarded party's expense. No other individual is authorized to modify the contract in any manner.

2.20 CONTRACT TERMINATION.

2.20.1 TERMINATION FOR DEFAULT. If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, the Board shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of the Board, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to the Board any damages sustained by the Board by virtue of any breach of the contract by the awarded party, and the Board may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the Board from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

2.20.2 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by the Board in whole or in part at such time that the Board determines that such termination is in the best interest of the Board. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.21 INSURANCE REQUIREMENTS. The successful bidder shall provide and maintain for the duration of the contract, insurance acceptable to and approved by the Board. A Certificate of Insurance which names the Board as additional insured per the following requirements is to be furnished within fifteen (15) calendar days following the notice of award, and prior to work proceeding under this contract.

2.21.1 COMPENSATION INSURANCE. The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the sites of the work, per statutory limits.

2.21.2 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect them performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from claims for property damages,

which may arise from operations under this contract. The amounts of insurance shall be as follows:

- PUBLIC LIABILITY INSURANCE. In an amount not less than \$1,000,000 single limit for any one occurrence covering both bodily injury and property damage, including accidental death, \$3,000,000 aggregate.
- AUTOMOBILE PUBLIC LIABILITY AND PROPERTY DAMAGE. The Contractor shall maintain during the life of the contract, automobile public liability insurance in the amount of not less than \$1,000,000 single limit for any one occurrence and not less than \$250,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.
- OWNER'S CONTINGENT OR PROTECTIVE LIABILITY AND PROPERTY DAMAGE. The Contractor shall provide the Board with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the Board against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$1,000,000 per occurrence; \$2,000,000 aggregate.

2.21.3 PROOF OF INSURANCE. The Contractor shall furnish the Board with a Certificate of Insurance which names the Board as additional insured in amounts as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as the Board has determined that the contract is complete.

2.21.4 HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, the Contractor shall indemnify and hold harmless the Board, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, or of anyone directly or indirectly employed by Contractor or by anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the Board from its own negligence.

2.22 LIQUIDATED DAMAGES. The Board may, at its discretion, deduct One Hundred Dollars (\$100.00) per day from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the date specified, or any extension thereof, or fails to complete the work by such time, as long as the Board does not terminate the right of Contractor to proceed or otherwise delay the Contractor's schedule. It is further provided that Contractor shall not be charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond Contractor's control and without fault or negligence on Contractor's part or the part of its agents.

2.23 PERFORMANCE BOND. **A Performance Bond will be required upon the execution of a contract for any project for which total costs exceeds \$25,000.** The successful Bidder shall provide a Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Camden County Senate Bill 40 Board for an amount equal to One Hundred Percent (100%) of the awarded portion of work before work is commenced guaranteeing the Contractor's performance of the work as specified and awarded. Said bond shall be in a form approved by the Board and shall be by such company or companies as may be acceptable to the Board in its sole and absolute discretion. The amount of the bond shall be equal to the total dollar amount of the Contractor's proposal as accepted by the Board.

3. SCOPE OF WORK

- 3.1 OVERVIEW. The intent of this document is to obtain pricing from qualified contractors for the roof system replacement at the Board-owned facility located at 253 Keystone Industrial Park Drive, Camdenton, MO 65020.
- 3.2 CURRENT ENVIRONMENT. The facility is a functioning residential dwelling; construction must consider and facilitate normal residential activities to the greatest degree possible. Any work that may possibly disrupt residential activities must be discussed with and approved by the Board's Executive Director.
- 3.3 GUIDELINES & BID FORMAT. Provide all necessary materials, labor and equipment to complete installation of a new roof with asphalt shingles on the facility. All proposals must be firm quotations for a minimum period of ninety days (90) from the due date. Proposals must reflect separate identification of labor and material costs for each line item; total line item costs for materials and labor; applicable warranties on labor and materials; estimated project beginning and end dates; and total cash price of the work proposed. All pricing must be listed separately by feature or function as listed below so the Board can evaluate:
- Secure state and/or local permits and/or inspections (if required)
 - Identification, repair, and/or replacement of structural components, fascia boards, eaves, under-eaves, soffits, barge boards, moldings, gutters, or any other related components to the roof system as recommended by the contractor
 - Strip roof to bare wood
 - Proper disposal of all removed materials and other debris
 - Re-nail and/or replace roof sheathing as needed
 - Install roof flashing where needed
 - Reinstall or replace (as recommended by contractor) pipe and roof vents
 - Cover roof with high performance felt paper
 - Apply quality architectural shingles to roof
- 3.4 REQUIRED ATTACHMENTS. The following attachments must be included in bid submissions:
- References (see Exhibit 1)
 - Anti-collusion statement (see Exhibit 2)
 - Proposal Summary (see Exhibit 3)

4.0 EVALUATION AND AWARD

- 4.1 EVALUATION. The Board's Administrative Team shall review the proposal submissions and make recommendations to the Board. After each proposal has been evaluated, short-listing procedures will narrow the list of candidates to those determined to be best-suited to meet the needs of the Board.

Each of these selected respondents may then be invited to an interview at which time they will be given an opportunity to present their proposal, demonstrate their products, and to answer questions from the Administrative Team. The Administrative Team may choose to visit a project site from the reference list. The proposals will be evaluated based in part, but not limited to, the following criteria:

- Price
- References
- Quality of materials proposed
- Company experience and expertise

During the evaluation process, discussions may be conducted with respondents who have submitted proposals determined to be reasonably susceptible of being selected for award. Discussions may cover cost, method, and other relevant factors. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

- 4.2 AWARD. This RFP does not require the Board to make an award to the company submitting the lowest priced proposal or to any of the respondents. It is the intent of the Board to obtain information as complete as possible from each respondent as will enable the Board to identify the proposal that best meets the needs of the Board while remaining within the price range of available resources.

EXHIBIT 1
RFP NUMBER 2019-2
ROOF SYSTEM REPLACEMENT – KEYSTONE
RESIDENTIAL BUILDING

REFERENCES

To be considered qualified by the Board for the work contemplated herein, the respondent must have had completed a minimum of five (5) projects of similar size and scope over the past two (2) years. For the purpose of verifying quality of service, please list customer references that the Board may contact.

REFERENCE ONE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE FOUR

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

REFERENCE FIVE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

Scope of Work: _____

EXHIBIT 2
RFP NUMBER 2019-2
ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ Being first

Duly sworn, deposes and says that he/she is ___

(title of person signing)

of _____

(Name of Bidder)

That all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid.

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____
