

# **REQUEST FOR PROPOSAL**

Chillicothe Middle School –  
Fieldhouse Indoor Seating Replacement  
For Chillicothe R-II Schools

**Proposal Opening Date: 01/20/23**

**Proposal Closing Time: 03/08/23**

Enclosed is a Request for Proposal (RFP) for replacement bleachers at the CMS Fieldhouse. The responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

All interested parties must submit sealed Proposals by 3/08/2023 at 1:00 PM, CST. **No late submittals will be accepted.** The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The District shall be held harmless for any failure to solicit proposals from potential firms.

Companies are to submit Two (2) originals of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

**Chillicothe R-II Schools**  
**Attn: Dr. Dan Wiebers**  
**Re: CMS Bleachers Bid**  
**2807 Hornet Road**  
**Chillicothe, MO 64601**

All communications by the Company concerning this RFP must be directed to Joel Hultman, CMS Assistant Principal and AD via email at [jhultman.chillicotheschools.org](mailto:jhultman.chillicotheschools.org).

# PROPOSAL COVER SHEET

## CHILLICOTHE R-II SCHOOLS REQUEST FOR PROPOSAL

### Indoor Seating: CMS Fieldhouse Bleachers

**Contact Person: Joel Hultman, CMS Assistant Principal and Athletic Director**  
**Phone #: 660-646-1916**

**RETURN PROPOSAL NO LATER THAN: Wednesday, 03/08/2023 at 1:00 PM CST**

**RETURN PROPOSALS AND ADDENDA TO:**

**Chillicothe R-II Schools**  
**Attn: Dr. Dan Wiebers**  
**Re: CMS Bleachers Bid**  
**2807 Hornet Road**  
**Chillicothe, MO 64601**

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

## SIGNATURE REQUIRED

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

## **PART I: INTRODUCTION AND PROCESS**

### **1. INFORMATION**

The Chillicothe R-II School District is requesting proposals for Indoor Seating Services for the school year 2023-24. Specifics guidelines are attached in “Appendix A.”

### **2. PROPOSAL DUE DATE AND TIME**

In order to be considered, 2 sealed copies of the proposal must be received by the Chillicothe R-II Schools at the address stated below by personal delivery or by U.S. Mail by the following date and time: **Wednesday, 03/08/2023 at 1:00 PM CST**

**Chillicothe R-II Schools  
Attn: Dr. Dan Wiebers  
2807 Hornet Road  
Chillicothe, MO 64601**

### **3. DISTRICT TERMS**

- The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.
- The District reserves the right to design the evaluation criteria to be used in selecting the best bid.
- The District reserves the right to provide the final contract for mutual consideration and agreement. Should any differences arise as to the meaning or intent of the specifications, the District’s decision shall be final and conclusive.
- Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any master service agreement or contract may violate these laws, ordinances, and policies. Any such portion of a master service agreement or contract that does violate these laws, ordinances, and policies will be considered null and void.

#### **4. PAYMENT**

The District is exempt from sales tax and use taxes. Taxes shall not be listed in a proposal or on invoices. A copy of the letter exempting the District from paying these taxes is available from the District upon request by the contractor/vendor.

A payment schedule shall be decided on with the chosen contractor/vendor. Said schedule shall be part of the contract between the contractor/vendor and District, subject to the terms of this RFP.

There shall be no hidden costs associated with this proposal. If the contractor/vendor foresees any additional or unexpected costs or charges to be made, these charges need to be explained in the proposal.

No payment at all shall be due or owing for the sale transaction unless and until the applicable transaction closes successfully. If the District elects not to sell the property, the District shall be under no obligation to make any payment to the selected firm.

### **PART II: INSTRUCTION TO FIRMS**

#### **1. SELECTION PROCESS AND MINIMUM REQUIREMENTS**

Each company must meet the following minimum qualifications (company may not use sub-contractors to fulfill any obligations within its contract):

- Provider shall conform to the requirements listed in this request.
- The selected provider shall have the responsibility to ensure that services are provided to the District.
- Provider must be licensed with the necessary legal entities such as the State of Missouri, county and the local municipalities, etc. to perform the above mentioned services.
- Providers must have all proper certification to provide services requested.
- Provider must provide 3 references.

#### **2. REQUIRED PROPOSAL FORMAT AND CONTENT**

- Two (2) copies should be submitted on 8 1/2" by 11" paper, single sided, with consecutive page numbers.

The proposal should contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

Proposal Cover Sheet (Page 3 of this RFP)  
Letter of Interest  
Profile and Experience  
Project Budget – All Fees, listing and pricing strategy  
References

**a. Section 1: Proposal Cover Sheet**

Fill out completely the Proposal Cover Sheet which is the third page of this document. Place said cover sheet as the first page of the proposal that has been prepared for consideration.

**b. Section 2: Letter of Interest**

The proposal should be introduced with a letter of interest that includes a synopsis of the company's services and highlights the capacity to perform the work. The letter should be signed by the individual with contract signature authority for the company.

**c. Section 3: Profile and Experience**

Outline company history, scope of services offered, size of the company, and location. The Chillicothe R-II School District is interested in the experience of the company and/or the proposed project leaders in the area of expertise requested.

Identify the project's principal contact and contact information.

The company should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The company covenants and agrees that the company and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

**d. Section 4: Project Budget**

Please provide the rate that will be charged for services rendered.

**e. Section 6: References**

Two transaction references must be provided where you have provided comparable services. These projects must have been engaged during the last five years. Use the format below.

Reference Organization	Contact Name	Phone Number
1.		
2.		

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**PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT**

**CONTRACTS 1. SCOPE**

The following terms and conditions shall govern the submission of proposals and subsequent contracts.

**2. COMPLETING PROPOSAL**

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the firm and required information must be provided. The contents of the proposal submitted by the successful firm will become a part of any contract award as a result of this solicitation.

**3. REQUEST FOR INFORMATION**

Any requests for clarification of additional information deemed necessary by any firm to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District to all prospective firms.

**4. CONFIDENTIALITY OF PROPOSAL INFORMATION**

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the Chillicothe R-II Schools and will be part of public record.

## **5. SUBMISSION OF PROPOSAL**

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. After the deadline has passed and not before, all proposals received will be formally opened at one time. Proposals received after the date and time indicated on the Certification Form will not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal submission deadline. Each firm may submit only one (1) response to this proposal.

## **6. NEGOTIATION**

The District reserves the right to negotiate any and all elements of this proposal. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached or until the District elects not to select any firm.

## **7. 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.

## **8. TAX EXEMPTION**

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.

## **9. SAFETY**

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

## **10. 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.

## **11. FIRM PROHIBITED**

Firms 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.

## **12. DISCLAIMER OF LIABILITY**

The District, or any of its agencies, will not hold harmless or indemnify any firm for any liability whatsoever.

## **13. HOLD HARMLESS**

The firm shall agree to protect, defend, indemnify, and hold the School Board, the Chillicothe R-II Schools, 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.

#### **14. LAW GOVERNING**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

#### **15. ANTI-DISCRIMINATION CLAUSE**

No firm of 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.

#### **16. CONFLICT OF INTEREST**

The successful firm shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. 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 Firm further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

#### **18. COSTS**

All costs incurred in the preparation of the response to this request for proposal shall be the sole responsibility of the firm.

## APPENDIX A

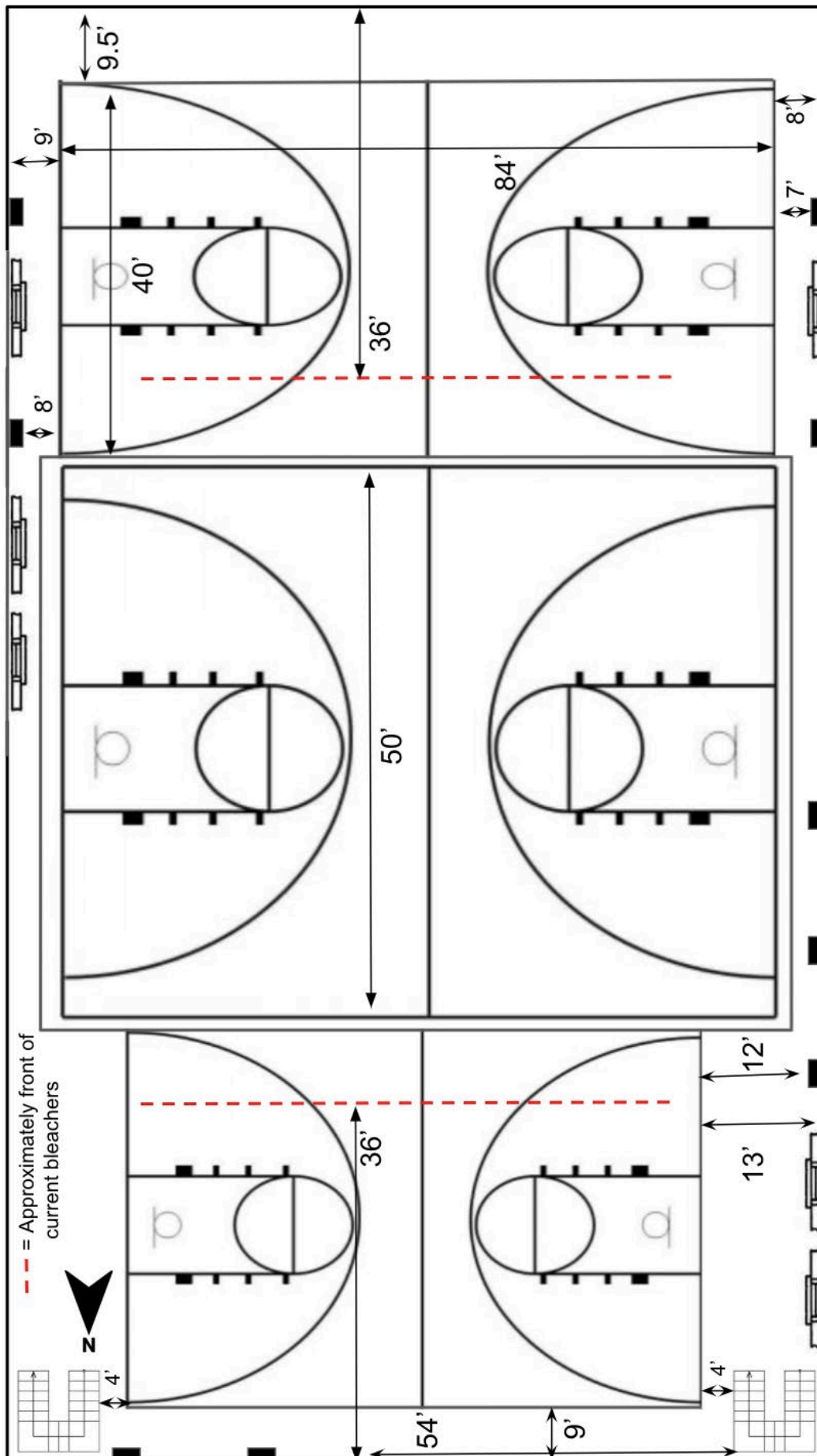
The Chillicothe R-II School District is accepting proposals for indoor seating replacement at the Chillicothe Middle School Fieldhouse for the 2023-24 school year.

South (Main) End: The seating should be approximately 70 feet wide (we have exit doors to the right and left of the bleachers, that need to be 15 feet away from the bleachers to pass local code laws. Our current bleachers are grandfathered in and come closer to the exits). We want the depth of the seating to be approximately 40 to 45 feet (Currently the bleachers reach about 36 feet depth and there is a large space between the playing surface and the first row of the bleachers). We have steel beams on the backside and we have a lot of vertical space so the bleachers should go higher to give us more rows and make up for the seating we will be losing making the width slimmer.

Northwest Bleacher Section: The seating should be approximately 54 feet wide (We have a hallway to the east of this section and a stairwell leading to the downstairs boy's locker room to the west). We want the depth of the seating to be approximately 40 feet. We have steel beams on the backside of this section as well, which will allow for more rows.

Northeast Bleacher Section: The seating should be approximately 30 feet wide. (We have a stairwell leading to the downstairs girl's locker room to the east of this section and a hallway to the west).

Here is a rough layout of our Fieldhouse:



Requirements:

- Insurance for a minimum of one million dollars per incident or three million per aggregated year
- Provider will comply with all federal, state, and local laws, rules, and/or regulations regarding physical therapy services and form I-9 employment eligibility verification.
- Plans submitted should meet requirements set forth by the ADA.

Please include with proposal:

- Cost of evaluations
- Mileage charge (if any)
- Hourly rate