

**REQUEST FOR BIDS**  
**For**  
**ASBESTOS ABATEMENT and DEMOLITION of the**  
**KEITH NOLL MAINTENANCE CENTER**  
**2031 CASEMENT ROAD**  
**MANHATTAN, KS 66502**  
**Manhattan-Ogden - USD 383**

**Due September 19, 2019 – Sealed Bid**

Your firm will provide a sealed bid to the information provided on the last page of this request for bid purposes.

**Base Bid Information**

- a) Your firm shall comply by all State, Federal and OSHA regulations for the abatement of asbestos material outlined by Terracon in their bid documents.
- b) Must attend a pre-bid walk through set for Friday, September 6, 9:00 AM.
- c) Testing and air clearances will be conducted by Terracon and your firm will give at least a 24 hour notice if at all possible.
- d) The project will bid on Thursday, September 19, 2019, at 2:00 PM at Robinson Education Center, 2031 Poyntz Avenue, Manhattan, KS 66502.
- e) Mobilization on site can begin the week of October 7, 2019.
- f) Work can begin the week of October 14, 2019.
- g) Work must be substantially complete by October 28, 2019.
- h) All work must be completed by Sunday, November 3, 2019.
- i) Base bid services shall include all costs to abate and remove all the asbestos noted in the bid documents and to demo the complex as outlined in the bid documents. All demolition debris will be hauled off site and disposed of by State, Federal and OSHA regulations. The hole that is left from demolish of the building, will be filled by others. But all debris needs to be removed by dates listed above.
- j) To obtain bid documents follow the following information:

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at [www.drexeltech.com](http://www.drexeltech.com) in their eDistribution plan room, additional assistance is available at [distribution@drexeltech.com](mailto:distribution@drexeltech.com). Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86<sup>th</sup> Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

## General Notes

1. If your firm would like to tour any of the facility after the pre-bid meetings, please contact Trisha Brooke-Fruendt at p: 785-587-2188, c: 785-917-0519 or [patriciab@usd383.org](mailto:patriciab@usd383.org). You can also contact Matthew Davis at p: 785-587-2180 or [matthewd@usd383.org](mailto:matthewd@usd383.org).
2. The District has provided floor plans, specifications, asbestos testing and documents of asbestos locations with this BID, so that you're Firm can be familiar with the project.
3. Successful bidder will be required to provide insurance certificates to USD 383.
4. The District will select the most qualified bidder/s for this project.
5. All bids are due to the district office at Robinson Education Center, 2031 Poyntz, Manhattan, KS 66502, attention Jaime Gregory. **Sealed bids are due back by Thursday, September 19, 2019, at 2:00 PM.** *\*\*Please mark on the outside of the bid envelope that it is a sealed bid and not to open until 2:00 PM on September 19, 2019.*

## Terms and Conditions

The contract will be awarded to the firm/s submitting the best responsible bid complying with the requirements of this BID, provided the BID is reasonable and in the best interest of the District to accept. The firm/s selected will be notified at the earliest practical date. The decision regarding the acceptability of the proposal shall remain entirely with the District.

1. Disclaimer of liability: the District will not hold harmless or indemnify any proposer for any liability whatsoever.
2. A contract will serve as the award instrument against this BID.
3. Purchases made against this BID are for District use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your Proposal.
4. Transmittal letter: A statement of acceptance, of all terms and conditions stated in this BID.

The Proposer shall observe the provisions of the Kansas Act against Discrimination as per the following:

- a. The Proposer shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- b. In all solicitations or advertisements for employees, the Proposer shall include the phrase "equal opportunity employer" or similar phrase to be approved by the commission (Civil Rights Commission).
- c. If the Proposer fails to comply with the manner in which the Proposer reports to the commission in accordance with the provisions of K.S.A. 1976 Sup. 44-1030, as amended, the Proposer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by USD 383.
- d. If the Proposer is found guilty of a violation of the Kansas act Against Discrimination under a decision or order of the commission 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 USD 383.

- e. The Proposer shall include the provisions of paragraphs (a) through (d) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

## **INSURANCE:**

Contractor shall carry and maintain at its sole cost and expense, casualty, liability and property damage insurance to cover its duties and performance hereunder in such amounts, and from a carrier, reasonably acceptable to Manhattan, Kansas Public School District, and shall provide a certificate of insurance evidencing such coverage. Such professional liability coverage's shall include:

1. Worker's Compensation, in accordance with the State Worker's Compensation requirements.
2. Liability Insurance, bodily injury & property damage of \$1,000,000 combined single limit per occurrence and \$2,000,000 annual per project aggregate to protect the Contractor and the School District as their interest may appear, against claims for personal injury or death and damage to the property of others. Each shall be named in the policy or policies as insured.
3. Professional Liability Insurance, \$1,000,000 as a minimum. All insurance shall be carried with companies that are financially responsible.
4. Auto, Service provider shall maintain Auto Liability coverage on a "Symbol 1-Any Automobile" basis including coverage for Non-owned and Hired Auto Liability providing for injuries to members of the public and damage to property of others arising from the use of motor vehicles with these minimum limits: Bodily Injury & Property Damage \$1,000,000 combined single limit per occurrence.

If any insurance is due to expire during the contract period, the contractor shall not permit coverages to lapse and shall furnish evidence of coverage to the District.

## **CONTRACTURAL PROVISIONS:**

The contents of the BID submissions, as appropriate, become part of the final contract. All drawings, specifications and cost estimates prepared by the selected firm specifically in performance of this contract shall become the property of the District and shall be delivered to MANHATTAN-OGDEN USD 383 as requested. Ownership of the documentation and records must reside with the District. This contract shall be binding upon the successors and assigns of the parties hereto. It is a requirement of the proposal that only a single contract with one vendor for services, etc. shall be acceptable.

## **LACK OF FUND CLAUSE:**

If, during the term of the contract to be derived from this BID, funds are not appropriated for such (services/materials/equipment), MANHATTAN-OGDEN USD 383 reserves the right to cancel said contract with thirty (30) days written notice. No expenses shall accrue to MANHATTAN-OGDEN USD 383 for such cancellation. The district shall cease immediately, if in any fiscal year during the term of the agreement, the District fails to appropriate, re-appropriate, or otherwise make funds available for the equipment. Such language shall be made a part of the contract resulting from this solicitation.

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**Due September 19, 2019 – Sealed Bid**

**Base Bid: \$** \_\_\_\_\_

**Bid Written Out:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Notary:**