



**2023
REQUEST FOR PROPOSALS FOR
BUILDING MAINTENANCE (AS NEEDED)
RFP #2023-05**

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

**Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 28, 2023**

Please mark your submittal "Sealed Proposal –2023 Building Maintenance (as needed)" and send it to:

**City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name _____		Authorized Person (Print) _____	
Address _____		Signature _____	
City/State/Zip _____		Title _____	
Telephone # _____	Fax # _____	Date _____	Tax ID # _____
E-mail _____		Entity Type _____	

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816.847.6200

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CITY OF GRAIN VALLEY

REQUEST FOR PROPOSAL 2023-05

PROJECT

The City of Grain Valley ("City") is hereby accepting Requests for Proposals (RFP) from qualified and experienced contractors with proven experience in building maintenance and repairs at various city facilities.

The building maintenance activities encompass with all rules and regulations of OSHA, International Building Code, International Existing Building Code, International Fire Code, National Electric Code and City minimum standards.

This RFP will require a proposal for time and material for repairs/services performed.

The initial term of a contract awarded as a result of this RFP shall be **for a period of one year, with an intended contract from May 29, 2023.**

The City may, at its sole discretion, renew the contract for two additional one-year periods upon written notice to the contractor, with any renewal beginning upon the anniversary date of the contract. Exercise of the renewal option shall be made, if at all by The City not less than thirty (30) days prior to the end of the Contract term. The renewal period will be under the same terms and conditions as the original contract.

The pricing for the first contracted year (12 months) shall remain as bid for the entire year. Any price increases for subsequent years must be submitted to the City Building Official no later than ninety (90) days prior to a change.

If, at any time, the City determines it is in its best interest to discontinue use of these services the City reserves the right to cancel the contract to be awarded by giving thirty (30) days advance written notice.

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PART I

GENERAL INFORMATION

The City of Grain Valley, located in eastern Jackson County, Missouri, is a growing community of approximately 16,000 residents. The City is a municipality operating under a 4th class form of government with six Aldermen elected at-large and Mayor. The City Administrator, appointed by the Board of Aldermen, is the chief executive responsible for the administration of the various departments, the enforcement of all local ordinances, and implementation of policies adopted by the Board of Aldermen.

The City employs approximately 62 full-time employees, 30 part-time employees, and 12 seasonal employees. Employees are paid on a bi-weekly basis. Full-time employees are eligible for various benefit programs, including health, dental, vision, and life insurance. Within the City organization, there is one (1) collective bargaining unit: Fraternal Order of Police West Central Missouri Regional Lodge #50 (Police Officers & Sergeants). The City is a member of Midwest Public Risk (MPR), which provides liability insurance and risk management services. MPR also administers the City's workers compensation program. The current Employee Handbook was updated in August 2015.

The City has five (5) departments: Administration, Community Development, Finance, Parks & Recreation and Police.

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To be provided in event of awarded contract, prior to execution of contract:

The following documents are not required to be included in the contractor’s proposal. However, the contractor must be able to provide the following prior to execution of a contract.

- a. **Current Business License.** A copy of the current business license will be required and will serve as documentation that the business has been in operation a minimum of two (2) years.
- b. **Professional Liability Insurance.** The contractor to whom the contract is awarded shall provide the City with documentation for the following: General Professional Liability Insurance Certificate with the following minimum limits: \$1,000,000 each incident/occurrence; auto insurance \$500,000 combined single limit per accident for bodily injury or property damage.
- c. **Workers Compensation Insurance.** The safety of the successful bidder’s employees or representatives and others in or around the area of service or maintenance is the responsibility of the successful bidder. Proof of worker’s compensation insurance will be required.
- d. **Completed W-9 or 1099 Tax Form.** Completed forms will be required.

Listed below are estimated dates and times of actions related to the RFP.

Date	Event
February 15, 2023	Issue RFP
April 14, 2023	Facilities walkthrough
April 28, 2023	Proposals due on or before 3:00 P.M.
April 30, 2023	Review of RFPs
May 17, 2023	Board of Aldermen approval
May 29, 2023	Contract

Questions regarding this Request for Proposal should be directed via email to:

Mike Russell
 Building Official
mrussell@cityofgrainvalley.org

Submissions must be turned in to Mike Russell at mrussell@cityofgrainvalley.org by April 28, 2023 at 3 PM. Late submissions will not be accepted.



PART II

AGREEMENT

After the Board of Aldermen's approval, the successful contractor will be required to sign an contract with the City of Grain Valley that will incorporate this RFP, and the final negotiated response proposal.

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PART III

SCOPE OF SERVICES

The City is seeking a comprehensive as needed Building Maintenance services for maintenance and repairs at City facilities. The City will require the Contractor to supply all equipment, tools, materials, mechanical machinery, and all labor and safety equipment to perform maintenance services and repairs.

1. Contractor to provide as-needed building maintenance services to the City Facilities.
2. All work to be performed will be completed in a professional workmanlike manner in accordance with all rules and regulations of OSHA and the City adopted building and fire codes.
3. Contractor shall have a minimum of 3 years' experience in commercial building maintenance and repairs along with minor new commercial construction projects.
4. Contractor must comply with all of the following requirements.
 - a. City of Grain Valley Occupational license.
 - b. Must be available 24/7 and be able to respond to emergency calls within 60 minutes.
 - c. Carry the minimum liability insurance prescribed by city policy. (See description of the project for insurance requirements)
5. Contractor's employee requirements:
 - a. Employee shall be a qualified contractor.
 - b. If needed a helper may be an apprentice.
 - c. Knowledgeable of the 2018 International Building Codes.

Working Hours: All maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.

Tax Exempt: This is a Tax Exempt Project



PART IV

SUBMISSION OF PROPOSALS

Proposals will be submitted by April 28, 2023 by 3 PM CST in the form of four (4) copies. Mark and deliver to:

**City of Grain Valley
Attention: Mike Russell Building Official
711 Main St.
Grain Valley, Missouri 64029**

Sealed Proposal –2023 Building Maintenance Services (as needed)

The information to be submitted shall be organized as listed below and on 8 1/2" by 11" pages with a minimum 11-point font size, double-sided, exclusive of front and back covers and tabs. Submissions may be spiral-bound. All information should pertain to one of the categories listed and have relevance to this project.

Submit a proposal:

1. Cover Letter, RFP Signature Page
2. Contractors Qualification Form
3. Contractor Reference Form
4. Service Fee Form
5. Execution of Proposal Form

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PART V

EVALUATION PROCESS AND SELECTION CRITERIA

Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing proposal will be considered including responsiveness of proposal and price. Criteria to be evaluated shall be included in the following:

- a. Experience, references and past performance under a similar scope of services.
- b. Cost to preform the required services stated in the SCOPE OF SERVICES, Exhibit "A" and identified in the contractor provided Fee Schedule.
- c. Contractor capabilities and references as related to the requirements in the Scope of Services.

The City of Grain Valley reserves the right to reject any and or all proposals for any, or no reason, and furthermore reserve the right to accept any proposal deemed to be in the best interest of the City.



**GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "consultant" means the respondent awarded a contract under this proposal.
3. **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 respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall 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 to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:**

When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

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- 10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
- 11. 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 City until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the consultant 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.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

- 12. TAX EXEMPT: The City 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.
- 13. 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.
- 14. RIGHTS RESERVED: The City 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 City.
- 15. 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 City.
- 16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
- 17. HOLD HARMLESS: The consultant shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, 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 consultant, its agents, employees or representatives, in the performance of the consultant's duties under any agreement resulting from award of this proposal.
- 18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
- 19. 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.
- 20. DOMESTIC PRODUCTS
The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).
- 21. CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.



22. DEBARMENT: By submission of its response, the Consultant certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subconsultants receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Consultant is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

Para 17 Revised by Legal 1-4-96
Para 21 Revised by Legal 10-31-03
Para 20 Added by Legal 8/02

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EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF: _____

_____ being first duly sworn deposes,
(First Name, Last Name)

and says they are _____
(Title of Person Signing)

of _____
(Name of Bidding Company)

that all statements made and facts set out in the proposal for the above project are true and correct; and 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 said bid or any contract which may result from its acceptance.

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

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

(Notary Public)

My Commission Expires _____

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FORM NO. 1

**CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP**

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: _____

Address: _____

Contact Name & Title: _____

Type of Business:

_____ : Corporation

_____ : Individual

_____ : Partnership

_____ : Other, Explain: _____

How many years has your business operated without interruption? _____

How many years has your business performed commercial Building Maintenance Services? _____

Has your business been in bankruptcy, reorganization, or receivership in the last five (5) years? If yes, explain:

Describe the services offered by your business.

Would your business provide us with a dedicated technician, when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:



FORM NO. 2

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP.
CONTRACTORS QUALIFICATION FORM, CONT.

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.



FORM NO. 3

**CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
CONTRACTOR REFERENCE FORM**

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for _____

Business Name _____

Street Address _____

City, State & Zip _____

Contact Person Name & Title _____

Phone, fax and email _____

Describe Scope of Work and approx. dates of service

Business Name _____

Street Address _____

City, State & Zip _____

Contact Person Name & Title _____

Phone, fax and email _____

Describe Scope of Work and approx. dates of service

Business Name _____

Street Address _____

City, State & Zip _____

Contact Person Name & Title _____

Phone, fax and email _____

Describe Scope of Work and approx. dates of service



FORM NO. 4

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
SERVICE FEE FORM

Contractor – Normal Hours	\$	HR
Contractor – Overtime Hours	\$	HR
Contractor – Emergency Call Out	\$	HR
Contractor – Holiday Hours	\$	HR
Contractor’s Helper – Normal Hours (if applicable)	\$	HR
Helper – Overtime Hours (if applicable)	\$	HR
Helper – Emergency Call out (if applicable)	\$	HR
Helper – Holiday Hours (if applicable)	\$	HR
List any relevant mark-ups, with details (if applicable)	\$	HR
Other (must define)	\$	HR

Define hours for After Hours/ Overtime work:

Define your guaranteed response time:

List any exceptions or assumptions in your pricing:



FORM NO. 5

**CITY OF GRAIN VALLEY
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP**

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

- That this proposal was signed by an authorized representative of the business.
- That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.
- That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor’s response.

Business Name _____

Authorized Signature _____

Date _____
(Print Name & Title)



Company ID Number: 1264865

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.



ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by OHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and OHS whenever the representatives' contact information changes.

3. The employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Page 1 of 17 E-Verify MOU fur Employers I Revision Date 00/01113



Company ID Number: 1264865

Approved by:

Employer	
Name (Please type or print)	Title
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date