



REQUEST FOR PROPOSAL

Service/Goods: Janitorial
Issue Date: March 11, 2022
RFP #: JANITOR2022

Staff Contact: David Leone
Email: dleone@kcia.us
CC: bballou@kcia.us

RETURN PROPOSAL NO LATER THAN: April 15, 2022

RETURN PROPOSAL TO: KC International Academy
Attn: David Leone
414 Wallace Ave
Kansas City, MO 64125
Re: RFP # JANITOR2022 Janitorial Services

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

Authorized Signature

Dated:_____

Printed Name:_____ Title:_____

Company Name:_____

Address:_____

Phone: _____

Email: _____

Fax: _____

INSTRUCTIONS TO PROPOSER

A request for proposal will be received by KC International Academy ("KCIA") until: **2:00 p.m., Friday, April 15, 2022**, in accordance with the specifications and needs as described herein.

Proposals must be in sealed envelopes, marked plainly and prominently:

Proposal for Janitorial Services RFP #JANITOR2022

Proposals must be addressed/delivered to:

KC International Academy
Attn: David Leone
414 Wallace Ave
Kansas City, MO 64125

Faxed or emailed bids will not be accepted.

Award of this bid is planned for April 26, 2022.

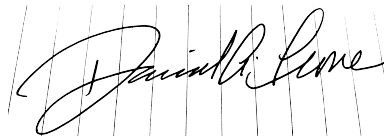
This RFP will be referred to as Exhibit A in the contract.

KCIA reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

The KCIA Board shall negotiate a contract with the successful Proposer

All bid documents become public record once a negotiated contract has been executed.

All bids must be valid for a period of ninety (90) days from the opening of bids.

A handwritten signature in black ink, appearing to read "David Leone", is written over a series of vertical lines that serve as a guide for the signature's length and placement.

David Leone
Superintendent
March 11, 2022

PRE-PROPOSAL MEETING

An optional pre-bid meeting will be held on Friday, April 1, 2022, at 9:00 a.m., at 414 Wallace Ave, Kansas City, MO 64125. We will answer attendee's submitted questions. All questions and answers will be made available to all attendees. There will be no future provisions or time allotted for those parties not present at this optional pre-bid meeting to access the areas. Attendees must email questions prior to the optional Pre-Bid Meeting by 1:00 p.m. on Thursday, March 31, 2022, to dleone@kcia.us, cc bballou@kcia.us.

RFP SCHEDULE

March 11, 2022	RFP specifications available for distribution
March 31, 2022	All questions submitted by 1:00 p.m.
April 1, 2022	Optional pre-bid meeting at 9:00 a.m.
April 15, 2022	RFP due by 2:00 p.m.
Week of April 18, 2022	Interviews with Janitorial Services Proposers*
April 26, 2022	Recommended Proposer to Board of Education for approval

INTERVIEWS

*KCIA may choose to schedule interviews with selected Proposers after the review of the submitted proposals and visit selected sites. Interviews will be held the week of April 18, 2022. The interview committee will include various KCIA building leadership personnel.

GENERAL TERMS AND CONDITIONS

- 1) KC International Academy ("KCIA") will receive sealed proposals from qualified companies for providing **Janitorial Services** for the 2022-2023 fiscal year, with options to renew for fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027.
- 2) The purpose of this RFP is to establish the requirements for Janitorial Services, and to solicit proposals from qualified janitorial companies for providing janitorial services. The responding qualified company is hereafter referred to as the "Proposer." The RFP requests a great amount of detail in order to avoid delays, misunderstanding, and to simplify the evaluation of the proposal. The Proposer should respond to each specification.
- 3) The Proposer must submit a complete proposal covering all requirements identified in this RFP package in order to be considered. All proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Proposer.

- 4) The Proposer must submit three (3) copies of the proposal and a single electronic copy as a PDF document on a USB flash drive. Proposals shall be delivered in a sealed envelope clearly marked as indicated below.

KC International Academy

Attn: David Leone

414 Wallace Ave.

Kansas City, MO 64125

Re: RFP # JANITOR2022 Janitorial Services

- 5) Proposals must contain a manual signature of the Proposer's authorized agent in the space provided on the proposal forms. If the Proposer's authorized agent fails to sign and return the proposal form the proposal may be deemed non-responsive and will not be considered.
- 6) Proposals will be received until 2:00 p.m. on April 15, 2022. Proposals sent via facsimile, or as electronic mail attachments, will not be considered in response to this RFP, nor will modifications by electronic mail or facsimile notice be accepted.
- 7) The time and date recorded by KCIA shall be the official time of receipt. KCIA is not responsible for lateness or non-delivery by the U.S. Postal Service or other carrier.
- 8) Proposals may be modified or withdrawn by written notice or in person by Proposer or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline.
- 9) The information presented in the RFP is not to be construed as a commitment of any kind on the part of KCIA. There is no expressed or implied obligation for KCIA to reimburse Proposer for any expenses incurred in preparing proposals in response to this RFP.
- 10) All proposals must be submitted on the forms included in this RFP. Proposals submitted on forms other than the enclosed may be rejected. No alternate proposals significantly deviating or modifying the concept and ultimate objectives of this RFP will be considered. Noncompliance with RFP specifications will disqualify proposals from further consideration.
- 11) Any explanation or statement that the Proposer wishes to make must be contained with the proposal but shall be written separately and independently of and attached to the proposal. Unless the Proposer indicates, Proposer agrees that its proposal is in strict accordance with the RFP specifications.
- 12) KCIA reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. KCIA, in its sole discretion, will determine whether an irregularity is minor.
- 13) KCIA reserves the right to decline any or all proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by KCIA to any Proposer for any expense, cost, loss or damage incurred or suffered by the Proposer as a result of such withdrawal.
- 14) All proposals shall be deemed final, conclusive, and irrevocable and no proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be

- withdrawn without the consent of KCIA after the scheduled closing time for the receipt of proposals.
- 15) Proposals, prices, terms, and conditions shall remain firm for a period of ninety (90) days from the due date for proposals.
 - 16) The information contained herein is provided solely as a guideline for Proposer. The information is not guaranteed or warranted to be accurate by KCIA, nor is it necessarily comprehensive or exhaustive. Nothing in this REP document is intended to relieve Proposer from forming its own opinions and conclusions in respect to the matters addressed in this RFP document.
 - 17) The Proposer is responsible for its own verification of all information provided to it. The Proposer must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding will be entertained. The Proposer agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
 - 18) No oral interpretation will be made to any Proposer as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on KCIA. Unauthorized contact by the Proposer with other KCIA employees or Board members regarding the RFP may result in disqualification.
 - 19) By submitting proposal, Proposer certifies that the proposal is made without previous understanding, agreement, or connection, either with any person(s), firm(s), corporation(s), or entity(ies) offering the same items, or with KCIA; and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal.
 - 20) Requests for interpretation must be made in writing to David Leone of KCIA no later than 1:00 p.m. on March 31, 2022. Any information given to Proposer concerning the RFP will be furnished to all Proposers as an addendum to the RFP if, in KCIA's sole discretion, such information is deemed necessary to all Proposers in submitting proposals on the RFP, or the lack of such information would be prejudicial to uninformed Proposers. The Proposer should rely only on written statements issued by KCIA in the form of an addendum to the RFP.
 - 21) KCIA reserves the right to modify the specifications prior to the proposal submission deadline and will endeavor to notify all potential Proposers that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on KCIA.
 - 22) Due regard will be given for the protection of proprietary information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement resulting from this RFP are subject to the terms of the Missouri Sunshine Law and all rules, regulations and interpretations resulting therefrom. RSMo § 610.021 states "Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following . . . Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or

- any documents related to a negotiated contract until a contract is executed, or all proposals are rejected".
- 23) Proposers shall not, under penalty of law and immediate disqualification of its proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board member of KCIA for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the evaluation process.
 - 24) No Proposer shall engage in any activity or practice, by itself or with other Proposers, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Proposer(s) proposal.
 - 25) KCIA may accept one part, aspect or phase, or any combination thereof, of any proposal unless the Proposer specifically qualifies its offer by stating that the proposal must be taken as a whole.
 - 26) KCIA reserves the right to consider historic data, facts, and information, whether gained from Proposer's proposal, question and answer conference, references, or any other source.
 - 27) KCIA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
 - 28) To facilitate consideration of the proposals, KCIA may, at its option, conduct interviews after receipt of the proposal. If this is necessary, the Proposer will be contacted to arrange a time for an interview.
 - 29) KCIA reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
 - 30) KCIA reserves the right to negotiate final contract terms with any Proposer, regardless of whether such Proposer was interviewed or submitted a best and final proposal.
 - 31) KCIA may accept any proposal as submitted whether negotiations have been conducted between the parties.
 - 32) Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of KCIA.
 - 33) KCIA reserves the right to withdraw the award to a successful Proposer within 30 days of the award if, in the opinion of KCIA, the successful Proposer is unable or unwilling to enter into a form of contract satisfactory to KCIA. KCIA shall be entitled to do so without any liability being incurred by KCIA to the Proposer.
 - 34) In the event of a conflict between the proposal and the RFP, KCIA shall resolve any inconsistency in favor of the RFP. Additionally, KCIA shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the proposal. The Proposer agrees to abide by the decisions of KCIA. Any ambiguity in the proposal because of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and all conditions of bidding shall be construed in the favor of KCIA.
 - 35) If variances or conflicts between the RFP General Terms and Condition and the Special Conditions and Specifications outlined in the RFP exist, the Special Conditions and Specifications prevail.
 - 36) All of the terms and conditions of this RFP are deemed to be accepted by the Proposer and incorporated into the Proposer's submission. The terms and conditions stated in this RFP and the successful Proposer's response to this RFP shall be incorporated

- into a final Agreement between KCIA and the successful Proposer. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Proposer shall be resolved in favor of KCIA and shall be deemed to be incorporated into the final Agreement.
- 37) The successful Proposer must not at any time assign any portion of its contract with KCIA nor shall it assign the contract without the written permission of KCIA. The successful Proposer must not, at any time, change sub-consultants approved by KCIA without written permission of KCIA, other than as listed in the bid submission.
 - 38) KCIA reserves the right to terminate any contract within 30 days written notice if, in its opinion, the successful Proposer fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Proposer shall remain responsible for its obligations under the contract up to the date of termination. KCIA reserves the right to commence an action in a court of competent jurisdiction against the successful Proposer for damages that result from the breach of the terms and conditions of the contract, by the successful Proposer.
 - 39) KCIA may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Proposer; liquidation or dissolution of successful Proposer; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Proposer; assignment by successful Proposer for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Proposer.
 - 40) In the event the Board of KCIA fails to approve the appropriation of funds sufficient to provide for KCIA's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, KCIA shall have the right to terminate the Agreement by providing written notice to the successful Proposer and KCIA will thereby be relieved from all further obligations under the Agreement.
 - 41) Initial proposals may not be withdrawn for 90 calendar days from the due date for proposals except with the express written consent of KCIA.
 - 42) In the event the Agreement initially awarded by KCIA is terminated for any reason within 120 days of the due date for proposals, KCIA reserves the right to negotiate and accept any other submitted proposal.
 - 43) KCIA shall not be responsible for any pre-Agreement expenses of any Proposer, including the successful Proposer, incurred prior to the commencement of the Agreement.
 - 44) Although KCIA cannot bind future governing bodies, it is anticipated that the Proposer selected to serve as KCIA's Janitorial service provider will be retained for a 1-year period (fiscal year 2022-2023) with the option to renew fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027 after annual evaluations of services.
 - 45) Periods of time, stated as number of days, are calendar days.
 - 46) KCIA reserves the right to audit the successful Proposer's books. Successful Proposer shall establish and maintain a reasonable accounting system that enables KCIA to readily verify successful Proposers' expenses and costs of goods with regard to work done under this RFP. KCIA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Request for Sealed Proposals kept by or under the control of the successful Proposer, including, but not limited to those kept by the successful Proposer, its employees, agents, assigns,

successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful Proposers, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

- 47) KCIA reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days' prior written notice, or five (5) days prior written notice for cause.
- 48) KCIA is exempt from local, state, and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, KCIA will not be responsible for payment of the taxes. The Proposer shall absorb the taxes entirely. KCIA will supply tax exemption information upon request.
- 49) **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Proposer's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other KCIA officials from the date this solicitation is released until the award of a contract by the KCIA Board of Directors.
- 50) **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between KCIA and the Proposer or between KCIA and the Proposer's employees. KCIA shall not be subject to any obligations or liabilities of the Proposer or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Proposer nor its employees shall be entitled to any of the benefits established for KCIA employees, nor be covered by the KCIA Workers' Compensation Program.
- 51) **GRATUITIES:** KCIA may, by written notice to the Proposer, cancel the contract without liability to KCIA if it is determined by KCIA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of KCIA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the contract is cancelled by KCIA pursuant to this provision, KCIA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Proposer in providing such gratuities.
- 52) Any agreement resulting from this RFP shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Missouri and agree that any court of competent jurisdiction sitting in the County of Jackson, State of Missouri, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.
- 53) It is understood and agreed that the Proposer is a separate legal entity from KCIA and; neither it or any employee, volunteer, or agent contracted by it shall be deemed for any purposes to be employees or agents of KCIA. The Proposer assumes full responsibility for

- the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
- 54) Proposer shall at all times provide and maintain such policy or policies of commercial and business liability insurance coverage as will protect it, its employees, staff, and agents, and KCIA, its board, officers, employees and agents from all claims, demands and liability arising from, on account of or out of the janitorial services provided by Proposer, with limits of liability of not less than \$5,000,000 for any one occurrence and of not less than \$5,000,000 for damages to property from any one occurrence. In addition, Proposer shall at all times provide and maintain Sexual, or Physical Abuse or Molestation coverage of \$1,000,000 each occurrence and \$2,000,000 aggregate, and Umbrella/Excess Liability Insurance of \$10,000,000. All such insurance policies shall be carried with companies authorized to transact business in the state of Missouri and utilize the most current ISO forms. KCIA shall be named an additional insured. Proposer will provide KCIA annual certificates of insurance evidencing such coverage and designating KCIA as an additional insured. Proposer will provide within 1 business day additional assurance of compliant insurance upon request by KCIA. All policies must provide that KCIA receive at least 30 days advance notice of any cancellation or material change in terms or coverage.
 - 55) Proposer will indemnify and hold harmless KCIA, its board, officers, employees and agents from every claim, demand, injury and/or damage which may be made by reason of injury, damage, or harm to any person(s) and/or property caused or contributed to by the act, neglect, default and/or omission of Proposer.
 - 56) The agreement may be terminated for cause, upon giving 30 days advance written notice. Cause shall include, but not be limited to, material breach of contract, consistent failure to timely perform, student endangerment, failure to maintain required insurance, *etc.*
 - 57) *Force Majeure* shall include acts of God, fire, flood, war, riot, civil disturbance, governmental action, terrorism, or any condition or cause beyond the control of the party sought to be held accountable for non-performance directly and proximately caused by such event.
 - 58) The Proposer shall keep KCIA apprised of any and all changes in safety, operations or reporting requirements and shall serve as a resource and be available for consultation on janitorial issues throughout the term(s).
 - 59) Any cost or expense, including reasonable attorneys' fees, incurred by KCIA to enforce the contract shall be borne by Proposer.
 - 60) No part of the janitorial services may be subcontracted, transferred, or assigned, by operation of law or otherwise, without KCIA's prior, express written consent.
 - 61) The selected Proposer will maintain regular contacts and meetings with KCIA administrators and other personnel including but not limited to:
 - a) Engagement planning meeting
 - b) Progress reports
 - c) Closing review meeting
 - d) Changes that would affect the reporting requirements of the school district/charter school

- e) Sharing of innovative methods and procedures that may warrant KCIA investigation and/or consideration
- f) Newsletters or other method of regular communications containing information with specific benefit to school districts/charter schools.

SPECIAL CONDITIONS AND SPECIFICATIONS

1. It is the responsibility of all Proposers to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
2. Awards, if any, shall be made with reasonable promptness to the Proposer(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to KCIA. The award(s) may be made on the basis of factors other than the lowest price proposal.
3. Unless otherwise specified, this contract shall be valid from July 1, 2022, through June 30, 2023. This contract may be renewed for up to four additional one-year terms if mutually agreeable to all concerned parties.
4. Prices shall remain firm for the term of any contract awarded.
5. KCIA standard payment terms are net 30 days after receipt of invoice. Proposer may offer KCIA a cash discount for payment of an invoice(s) with stated discount terms. Proposer's invoices should be sent to the campus or a pdf invoice emailed to invoice@dellalamb.anybill.com and cc to bballou@kcia.us.
6. Proposer's invoices must contain an invoice number on the face of the invoice. Each line item on the invoice should contain the corresponding services for the building billed on the invoice. Invoices for extra services submitted without an approved purchase order may be returned to the Proposer for correction. Corrected invoices will be subject to the same payment provisions as original invoices.
7. In the event a Proposer presents KCIA with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. KCIA will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Proposer.
8. There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by KCIA. However, the Proposer shall furnish all required goods and/or services to KCIA at the stated price, when and if required.
9. In the performance of the Proposer's services, the Proposer shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Proposer shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Proposer's activities.
10. Notwithstanding any other provision of this Request for Sealed Proposals (including all attached documents), the school expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a Request for Sealed Proposal.
11. A proposal, in response to a Request for Sealed Proposal, is an offer to contract with school based upon the instructions to Proposers, standard terms and conditions, scope of work, proposal requirements and specifications and weighted criteria evaluation of this proposal.
12. Each Proposer shall guarantee to the school that the proposal submitted, and the price offered by the Proposer shall remain firm for a period not less than 120 days from the deadline for proposals to be submitted.
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST KCIA, AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.
14. ASSIGNMENT/DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Proposer without the written permission of KCIA. Any attempted assignment or delegation by the Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
15. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
16. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
17. INTERPRETATION OF EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
18. APPLICABLE LAW: This contract shall be governed by the policies of the KCIA Board of Directors, laws of the State of Missouri and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform

Commercial Code as adopted in the State of Missouri as effective and in force on the date of this contract. KCIA Board Policies will be made available upon request.

19. **ADVERTISING:** Proposer shall not advertise or publish, without the prior consent of KCIA, the fact that KCIA has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
20. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Proposer for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of KCIA and to the extent feasible shall be identified by the Proposer as such.
21. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the KCIA Board of Directors or otherwise not made available to KCIA.

Campus Square Footage

Facility	Address	City	Zip	Phone	Building Size (Square Feet)
KC International Academy	414 Wallace Avenue	Kansas City	64125	(816)242-4206	77,500

There is an optional facility meeting and tour on April 1, 2022 @ 9:00 a.m.

Location: 414 Wallace Avenue, Kansas City, MO 64125

Contact info for David Leone

Phone: (816) 242-4206 | Email: dleone@kcia.us

Sealed proposals are to arrive no later than 2:00 p.m. on April 15, 2022, and shall be addressed to:

KC International Academy
Attn: David Leone
414 Wallace Avenue
Kansas City, MO 64125
Re: RFP# JANITOR2022, Janitorial Services

Please submit three originals and an electronic copy of the proposal in a sealed envelope.

Electronic copies must be submitted on a flash drive. We do not accept proposals via email.

Scope of Work
All school buildings

I. NIGHT CLEANING SERVICES

This service will be provided Monday through Friday

A. All Areas

1. All trash receptacles are to be emptied and trash removed to a collection point.
2. Clean and sanitize drinking fountains.
3. Thoroughly dust all horizontal surfaces such as desktops, chairs, tables, pictures, windowsills, handrails, and all other furnishing.
4. Damp wipe all horizontal surfaces to remove coffee rings and spillage of liquids.
5. Completely vacuum all carpeting.
6. Spot cleaning carpet for occasional accidental spillage of liquids.
7. Dust mop hard surface floors with a treated dust mop.
8. Damp mop hard surface floors to remove any spillage or soiled.
9. Damp mop all hard surface floors—Weekly.
10. Damp mop and buff all hard surface floors—Monthly.
11. Damp wipe entrance metal and finger marks on entrance glass.
12. Spot clean partition glass.
13. Use an industry standard disinfectant for sanitizing.
14. Remove graffiti within 24 hours.
15. Remove dust and cobwebs from ceiling areas.
16. Clean telephone receivers with sanitizer and disinfectant cloth—Weekly.
17. Dust removal of mini/Venetian blinds—Monthly.

B. Restrooms

1. Stock toilet tissue.
2. Wipe paper towel cabinet and refill.
3. Refill soap dispensers.
4. Empty trash receptacles and wipe as needed.
5. Clean mirrors.
6. Clean and sanitize inside and outside of toilets, including seats, and urinals.
7. Scour and sanitize all basins.
8. Remove fingerprints and marks from stall doors and partitions.
9. Remove splash marks from walls around basins.
10. Mop and rinse restroom floor with disinfectant.
11. Remove graffiti within 24 hours.
12. Check to be sure plumbing is operational; that there are no stoppages, or leaks.

C. Entrances, Lobbies, Halls, and Other Public Areas

1. Sweep outside steps or nearby sidewalk (up to 15 feet from entrance) to keep soil away from door.
2. Keep matting and runners clean and dry at entrance. Use vacuum, if necessary.
3. Spot mop these areas to remove tracked-in water or soil.
4. Keep waste receptacles emptied as required.
5. Pick up any items that have been dropped on floors.
6. Clean any spillage or soiled spots on floors with a mop. Spot-clean spills on carpets.
7. Wipe baseboards.
8. Dust mop handrails.

D. Disinfecting

1. Collaborate with KCIA leadership regarding appropriate disinfectant to be applied in KCIA facilities.

II. OTHER SERVICES

Defective building or inoperable building equipment shall be brought to the attention of the Superintendent or designee such as:

- A. Leakage or plumbing problems
- B. Defective lights or lighting
- C. Doors and/ or gates not properly secured
- D. Other unusual circumstances such that might affect the security maintenance or effectiveness of the facility

Janitor closet(s) equipment and material shall be kept in a neat and orderly condition at all times.

III. SERVICES THAT WILL BE PROVIDED WITH ADDITIONAL FEE

- A. Shampoo/Deep clean carpeted area
- B. Interior/Exterior window cleaning.
- C. Strip, Wax, and Buff hard floors

PROPOSAL REQUIREMENTS & SPECIFICATIONS

I. REQUIREMENTS

- A. The Proposer must supply proof that staff have been through a background check process and evidence of sufficient liability and worker's compensation insurance covering staff.
- B. The Proposer shall provide a brief overview of agency history, philosophy, and capacities.
- C. The Proposer shall provide its current client list.
- D. The Proposer shall provide three reference letters from its current clients for the similar work. KCIA reserves the right to review Better Business Bureau ratings and request credit reference checks.
- E. The Proposer shall comply with all applicable federal, state, and local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, and all rules and regulations promulgated there under.
- F. The Proposer shall agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, or national origin.

II. SPECIFICATIONS

- A. Nightly janitorial services will be provided on regular school and parent/teacher conference days. There are approximately 174 regular school days (for students) and 2 parent/teacher conference days on the school calendar.
- B. If school decides to provide summer school for students, Proposer will be informed. Tentatively, there will be 19 summer school days in May and June for 2022-2023.
- C. There are approximately 6 Professional Development (PD) days on the school calendar. Proposer should contact the school superintendent to learn if school needs any janitorial services on PD days or not.
- D. If school is closed due to a snow day or for any other reason, school officials will contact the cleaning company and no janitorial services will be provided on those days.
- E. The Proposer shall coordinate all janitorial activities.
- F. The Proposer will provide labor & all cleaning supplies. The campus will purchase consumable paper and hand soap supplies.
- G. The Proposer shall supply all equipment necessary for providing janitorial services to KCIA.
- H. The Proposer shall ensure the safety of all students, staff and visitors while performing maintenance and janitorial duties.
- I. The Proposer shall ensure child-safe products are used. Where possible, Proposer shall use environmentally friendly products. Please mention in your proposal what products you will be using.
- J. The Proposer shall ensure the cleanliness, tidiness and sanitary standards of the facility are maintained at all times.

- K. The Proposer shall provide information for all services and person(s) that will participate (with credentials and experience) in janitorial services.
- L. The Proposer shall ensure floor areas being worked on will have adequately positioned caution signs.
- M. The Proposer shall ensure janitorial storage rooms are kept clean and orderly.
- N. The Proposer shall ensure that all employees involved in maintenance & janitorial services have a drug screening and background check prior to employment.
- O. The Proposer shall be responsible for all injuries to persons caused by its staff, equipment, or supplies.
- P. The Proposer shall wear adequate safety equipment for the tasks involved (*e.g.*, safety shoes), and train their employees on the safe use of hazardous materials in the workplace.
- Q. The Proposer shall ensure all containers of hazardous materials are clearly identified, labeled, and stored at all times.
- R. The Proposer shall be responsible for all damage caused by its employees, its equipment or its supplies, the school's property, equipment, buildings and building contents.
- S. The Proposer shall appoint an experienced Supervisor to be responsible for all the work required under the contract.
- T. The Supervisor shall be readily accessible to KCIA personnel at all times and have communication equipment (cell phone or pager).
- U. With regards to health and safety issues, report immediately to the Superintendent or designee.
- V. Criminal Background Check - The Proposer must be enrolled in the VECHS program and the Proposer's personnel must be background checked through Missouri Automated Criminal History System (MACHS) using KCIA's four-digit fingerprint codes. The Proposer must follow the background check requirements as stated in section §168.133, RSMo. Bid awards are contingent upon the satisfactory outcome of the criminal background checks of all the Proposer's employees, when required by KCIA. KCIA has the sole and absolute discretion to determine whether the outcome is satisfactory.

The Proposer shall provide the roster of all employees (day or night porter, etc.) containing each employee's name, date of birth, date of hire, date of the most current fingerprint criminal record check. All employees contained on the Proposer's roster must be background checked to meet all Federal and State of Missouri requirements and those contained within this agreement. This roster shall be presented on the first day of school for each new school year and updated monthly indicating any new hires or employees that are no longer employed with the Proposer.

Under no circumstances shall any person serve KCIA as a Proposer and/or Proposer's employee without being cleared for all applicable Federal and State of Missouri background check requirements. Failure to comply with this requirement will be considered a serious breach of any agreement and may be subject to the termination of any such agreement.

WEIGHTED CRITERIA EVALUATION WORKSHEET

The evaluation of proposals will be based on the following criteria and scored in the following manner:

I. Mandatory Criteria

Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria.

- A. Proposer is properly incorporated or licensed to do business in the State of Missouri.
- B. Proposer is capable of managing janitorial service operations on a contract basis.
- C. Proposer does not have a record of substandard work.
- D. Proposer has submitted a proposal meeting all of the requirements of the RFP.

II. Evaluation Criteria

Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

- A. Price for Nightly Services (0 - 30 pts)
- B. Price for additional fee services (0 -10 pts)
- C. Experience (0 - 15 pts)
- D. Size and structure of the company (0 -15 pts)
- E. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein under Specifications (0 - 10 pts)
- F. General direction and supervision to be exercised by Proposer over employees to meet district/charter school needs (0 - 10 pts)
- G. The Proposer's past relationship with the KCIA (0 - 10 pts)

REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter school districts) Proposer has provided with services that are the same as, or similar to, the services described in this RFP.

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ Email: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ Email: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ Email: _____

Telephone Number: _____ Fax Number: _____

KC INTERNATIONAL ACADEMY

Janitorial Services for 2022-2023 School Year

Proposer's Certification:

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all terms and conditions set forth in this Request for Sealed Proposals, and
3. That he/she proposes to supply any products or services submitted in response to this RFP at the prices quoted and in strict compliance with all Terms and Conditions associated with this RFP, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this RFP, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the school of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action, and
6. That the proposing organization is in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, ZIP Code

Name of Authorized Representative

Telephone Number

Position of Authorized Representative

Fax Number

Tax ID Number

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

SIGNATURE PAGE

Proposals will be received until 2:00 p.m. on April 15, 2022, for providing Janitorial Services for the 2022-2023 school year with four one-year renewal options.

Sealed proposals, subject to all the instructions to Proposers, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto, will be received in the central office, and shall be marked on the envelope "Proposal for Janitorial Services."

In accepting proposals, KCIA reserves the right to reject any and all proposals in order to take the action that it deems to be in the best interest of the school.

Additional information required to adequately respond to this Request for Proposal may be obtained from the central office at (816) 242-4206.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

The instructions to Proposers, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the instructions to Proposers, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto and have submitted our proposal. I/we understand that if selected and a contract is awarded the instructions to Proposers, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto will become a part of the contract between the Proposer for janitorial services as indicated below KCIA.

(Note: Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

EXHIBIT A

ANTI-COLLUSION AFFIDAVIT

STATE OF)
)
COUNTY OF)

_____, of lawful age, being first sworn on oath states that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/Proposer had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this ____ day of _____, 2022.

Notary Public (or Clerk or Judge)

My commission expires _____.

Exhibit B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both the undersigned and the undersigned's principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

(Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.)

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

Exhibit C

Affidavit of Non-Discriminatory Employment

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action to the extent required by federal statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

Signature

Printed Name

Title

JANITORIAL SERVICES FOR 2022-2023 SCHOOL YEAR
Proposal Overview
RFP # JANITOR2022 - KC INTERNATIONAL ACADEMY CHARTER SCHOOL

Legal Name of Business:

Type of Business and Types of Products or Services Provided:

.....

.....

Contact Person: Title:

Address: City:

State/ZIP Code: Email:

Telephone Number: Fax Number:

Pricing

a) Please specify the daily cost of night cleaning services for the school building.

\$.....

Janitorial Services with Additional Fee

a) Shampoo/Deep Clean Carpets (Including equipment and supplies)—Total Price

\$.....

b) Interior and Exterior Window Cleaning (Including equipment and supplies)—Total Price

\$.....

c) Strip, Wax, and Buff (Including equipment and supplies)—Total Price

\$.....

Special Conditions/Terms:

Any additional services requested requires a quote from the Proposer first. Before any work can start, an approved Purchase Order from KC INTERNATIONAL ACADEMY must be presented to the Proposer. Any unauthorized work performed without an approved Purchase Order, may result in non-payment for said work.