

Request for Proposals Memorandum

To: Prospective Bidders
From: Get Healthy DeSoto- DeSoto Farmers Market
Date: 12/11/2023
Re: Building Repairs/Renovations

Get Healthy De Soto - Farmers Market is requesting competitive proposals from contractors for the purpose of Building Repairs/Renovations.

Enclosed is a Request for Proposal (RFP). 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 all related details are included in the accompanying memorandum.

Proposals will be accepted no later than 2:00 pmCST, Thursday, December 28, 2023. No late submittals will be accepted. The Board of Directors reserves the right to accept or reject any and all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of Get Healthy De Soto. The award for the Building Repairs/Renovations project may be considered by the Board at its regular meeting.

Questions may be directed to Doug Weber, Get Healthy DeSoto, Vice President and Treasurer, via email at dweber@fscb.com

Interested firms are to submit two (2) copies of their response to the RFP, one (1) copy of Commercial Liability Insurance, three (3) references from the three largest commercial jobs in the last three years, and one (1) copy of completed E-Verify (See link below).

<https://drive.google.com/file/d/1NuTwsMME-0Fzf-sA9LgplC9IROITkDC3/view?usp=sharing>

Proposals shall be delivered in a sealed envelope clearly marked as indicated below.

First State Community Bank - De Soto
Attn : Doug Weber
Get Healthy De Soto-Farmers Market
328 Main Street
De Soto, Missouri 63020

Re: **Building Repairs/Renovations**

Important Dates

Mandatory Pre Bid Meeting & Site Visit

**Friday, December 22, 2023
8:00 amCST
De Soto Farmers Market
520 North Main Street
DeSoto, MO 63020**

Return Date and Time

**Thursday, December 28, 2023
by 2:00pmCST
First State Community Bank
% Doug Weber
328 Main Street
De Soto, MO 63020**

Bid opening Date and Time

**Thursday, December 28, 2023
3:00pm
116 North Main Street
DeSoto, MO. 63020**

ALL Proposals submitted with RFP Bid Form must be delivered to First State Community Bank by 2:00pmCST on Thursday, December 28, 2023 to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened.

Get Healthy DeSoto - Farmers Market Request for Proposal

Title: Building Repairs/ Renovations

Issue Date: 12/11/2023

Contact Person: Doug Weber

Email: dweber@fscb.com

Return Proposal No Later Than: Thursday, December 28, 2023 at 2:00pm CST

Return Proposal and Agenda To:

First State Community Bank - De Soto

ATTN: Doug Weber

328 North Main Street

DeSoto, MO 63020

Request For Proposal Specifications

Get Healthy DeSoto - Farmers Market is requesting competitive quotes from Contractors/Vendors for the purpose of Building Repairs/Renovations, located at 520 North Main Street, De Soto, MO 63020. This will include soffits in aluminum to match the existing; replace wood decking on portions that are damaged; replace three (3) damaged door frames; replace three (3) hollow core metal doors in above listed frames; replace insulation in roof deck above ceiling; replace ductwork in affected part of the building; replace TPO roofing, replace electrical/lighting in areas affected by damage, and possible replacement of 5-ton HVAC rooftop unit. (Specifications on the project and replacement equipment will be provided at the Mandatory pre-bid meeting in-person on December 22, 2023 beginning at 8:00amCST at The De Soto Farmers Market.)

Awarded Contractor is responsible for all Permits and Fees required by the City of De Soto, Missouri and/or the County of Jefferson.

This bid is to be provided/performed at the Missouri Prevailing Wage.

Alternative Bid Options (Please list items as an alternative bid option).

Request for Proposal Bid Form

(Please submit completed Bid Form with your proposal documents)

Name of Bidder:
Address:
City, State, Zip Code:

Phone #:	Fax:	Email:
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The undersigned acknowledges the receipt of the following Agenda:
Addendum NO. _____ Date: _____ - Addendum NO _____ Date: _____

Base Bid Price:

The undersigned bidder agrees to provide all products or perform services required as shown and indicated in the Request for Proposal specifications for the sum of:

\$ _____
\$ _____ Dollars.

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Alternate Bids: (As Specified)

1, \$ _____

2, \$ _____

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 and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto. The Get Healthy DeSoto - Farmers Market and its Board of Directors would like to thank bidders for their responses. Please complete the bid form, note any necessary modifications and submit.

Authorized Signature Printed Name Date

General Conditions

All interested parties submitting a proposal in response to this Request for Proposals shall be expected to observe the conditions and requirements set forth in these general conditions. Such conditions and requirements shall form an integral part of the contract to be awarded by Get Healthy De Soto. The owner reserves the right to reject ANY or ALL bids and to waive any technicalities therein.

Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until the time Get Healthy De Soto takes official action on the Proposals.

Get Healthy De Soto reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential companies that received a copy of the specifications, but failure to notify shall impose no obligation or liability to Get Healthy De Soto.

Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations, and interpretations resulting therefrom. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained on pages _____ and _____ in this Proposal furnished in connection with the request for Proposals of the Get Healthy DeSoto - Farmers Market shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this company as a result of or in connection with the submission of this Proposal, GHD shall have the right to use or disclose technical data to substantiate the award of the Contract”**

The above restriction does not limit Get Healthy De Soto rights to use or disclose without Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from above will be treated under the terms of the above legend. Get Healthy De Soto assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

The company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors, or anything of monetary value to an officer, employee, or agent or Board of Directors members of Get Healthy De Soto for the purpose of influencing favorable disposition toward a submitted Proposal for any reason while a Proposal is pending or during the evaluation process.

No Company shall engage in any activity or practice, by itself or with other companies, 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 company's proposal.

Get Healthy De Soto may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the company specifically qualifies its offer by stating that the Proposal must be taken as a whole.

Get Healthy De Soto 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.

To facilitate consideration of the Proposals, Get Healthy De Soto may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the company will be contacted to arrange a time for an interview.

Get Healthy De Soto reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal. Get Healthy De Soto reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal. Get Healthy De Soto may accept any Proposal as submitted whether or not negotiations have been conducted between the parties. Neither the commencement or cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the Get Healthy De Soto.

Get Healthy De Soto reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of Get Healthy De Soto, the successful Company is unable or unwilling to enter into a form of contract satisfactory to Get Healthy De Soto. Get Healthy De Soto shall be entitled to do so without any liability being incurred by Get Healthy De Soto to the Company.

In the event of a conflict between the Proposal and the RFP, Get Healthy De Soto shall resolve any inconsistency in the favor of the RFP. Additionally, Get Healthy De Soto shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and

the Proposal. The Company agrees to abide by the decisions of Get Healthy De Soto. Any ambiguity in the Proposal because of omission, error, lack of clarity, or noncompliance by the Company with specifications, instructions and all conditions of the bidding shall be construed in the favor of Get Healthy De Soto.

All terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between Get Healthy De Soto and the successful Company. 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 Company shall be resolved in favor of Get Healthy De Soto and shall be deemed to be incorporated into the final Agreement.

The successful Company must not at any time assign any portion of its contract with Get Healthy De Soto nor shall it assign the contract without the written permission of Get Healthy De Soto. The successful Company must not, at any time, change sub-consultants approved by Get Healthy De Soto without written permission of Get Healthy De Soto, other than as listed in the bid submission.

Get Healthy De Soto may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.

In the event the Get Healthy De Soto Board of Directors fails to approve the appropriation of funds sufficient to provide for Get Healthy De Soto obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, Get Healthy De Soto shall have the right to terminate the Agreement by providing written notice to the successful Company and then Get Healthy De Soto will thereby be relieved from all further obligations under the Agreement.

The submission of a Proposal will be construed to mean that the Company is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.

Prices shall be net, including transportation and delivery charges, to the destination indicated in the Proposal. Title shall not pass until items have been delivered to the acceptance by Get Healthy De Soto.

In all specifications, the words “or equal” are understood to follow each item description. The decision of Get Healthy De Soto as to whether an alternative or substitution is in fact “equal” shall be final.

All interested Companies submitting a Proposal in response to this RFP shall be expected to observe the conditions and requirements set forth in the RFP. Such conditions and requirements shall form an integral part of the contract to be awarded by the GHD.

Proposals:

1. All proposals must be submitted in writing and in accordance with the instructions provided by Get Healthy De Soto.
2. Proposals received after the time stated in the notice to Interested Parties may not be considered. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of Get Healthy De Soto. Whether sent by mail or by other means of personal delivery, the Interested Party assumes responsibility for having his /her Proposal deposited on time at the location specified.
3. General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
4. The submission of a proposal will be construed to mean that the Interested Party is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
5. No charge will be allowed for federal, state or municipal sales and excise taxes because Get Healthy De Soto is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
6. In all specifications, the words “or equal” are understood to follow each item description. The decision of Get Healthy De Soto as to whether an alternate or substitution is in fact “equal” shall be final.
7. Prices shall be net, including transportation and delivery charges, to the destination indicated in the proposal. Title shall not pass until items have been delivered to and accepted by Get Healthy De Soto.

Product or Services Included:

The interested party shall furnish all labor, materials, and equipment necessary to perform the scope of work and any services under the Contract, with direction from Get Healthy De Soto.

Price Escalation Clause:

No increase in overhead and/or profit to the Vendor will be allowed. At the time of request, the interested party must furnish written substantiation of increase by its supplier/manufacturer to the Purchase Officer. Such substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of Get Healthy De Soto and shall only be effective upon acceptance by Get Healthy De Soto in writing.

Materials Used:

Each Interested Party shall submit, on attached sheets, the exact names of the various items on which it is submitting proposals. Items shall be clearly marked and fully describe any variations from that specified. While Get Healthy De soto has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for the proposers. The information is not guaranteed or warranted to be accurate by Get Healthy De Soto, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.

Insurance:

The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability, and completed operations and property damages. The interested party will also keep in force and effect throughout the term workers' compensation insurance to the extent required by law.

Indemnification And Hold Harmless:

The Vendor shall indemnify and hold harmless Get Healthy De Soto and its Board of Directors, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the interested party, its agents, servants, employees, persons or entities

engaged as independent contractors by the the interested parties and suppliers, provided, however, that the interested party shall not be required to indemnify for the following:

- A. Acts or conduct by third parties, other than Get Healthy De Soto and its Board of Directors, officers, employees, agents, representatives and volunteers, not under the interested party, except for persons or entities engaged as independent contractors by the Vendor;
- B. Claims where Get Healthy De Soto has failed to give adequate, prompt written notice thereof to the interested party;
- C. Claims settled without the prior written consent of the interested party' or
- D. Acts of intentional misconduct or negligence by the party to be indemnified.

Conflict of Interest:

The interested party hereby covenants and agrees that there is no officer or employee of Get Healthy De Soto forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit from.

Independent Contractors:

Get Healthy De Soto and the interested party are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act of omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

Governing Law:

The Contract shall be governed by and construed in accordance with the laws of the State of Missouri. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Missouri, County of Jefferson.

Compliance With GHD Regulations:

The interested party shall cause all persons performing work on behalf of the interested party and Get Healthy De Soto to comply with all instructions pertaining to conduct and building regulations issued by Get Healthy De Soto. All such persons shall wear readily visible identification mutually satisfactory to Get Healthy De Soto and the Vendor. Get Healthy De Soto and The Farmers Market is a tobacco free area.

The interested party shall cause all such persons to preserve and protect all confidential information of Get Healthy De Soto to which they may have access during the performance of work. Get Healthy De Soto may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as Get Healthy De Soto, in its sole discretion, may determine. The interested party shall cause all persons performing work to comply with such modifications.

The Company is responsible for its own verification of all information provided to it. The Company 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 Company agrees that it will make no claim for additional payment or seek an extension of time for completion of work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or failure to fully acquaint itself with all conditions relating to the proposed work.

No oral interpretation will be made to any company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on Get Healthy De Soto. Unauthorized contact by the Company with other Get Healthy De Soto employees or the Board of Directors regarding the RFP may result in disqualification.

Thank You For Your Proposal

