



Saint Benedict's Catholic Church

REQUEST FOR PROPOSAL (RFP)
Mold Remediation in School Gym Floor



LUMEN CHRISTI SCHOOL GYM FLOOR

Saint Benedict's Catholic Church

8110 Jewel Lake Road, Anchorage, Alaska 99502

Phone: (907) 245-9231 | Fax: (907) 243-0088

dhoellering@stbenedictsak.com

RFP ID: GD-2

Prepared By: D. Hoellering

Date: August 28, 2019

REQUEST FOR PROPOSAL
ST. BENEDICT'S SCHOOL GYM FLOOR
Anchorage – Alaska

RFP ID: GD-2

SUBMISSION DEADLINE: September 18, 2019, 5:00 PM

QUESTION SUBMISSION DEADLINE: September 9, 2019

Questions may be submitted in written form no later than 4 pm September 9, 2019 to:

RFP Contact Name: Danna Hoellering
Contact Address: 8110 Jewel Lake Road
Telephone Number: (907) 273-1553
Contact Email Address: dhoellering@stbenedictsak.com

INTRODUCTION

St. Benedict's Catholic Church invites and welcomes proposals for the mold remediation of the Lumen Christi School Gym Floor project. Based on your company's previous work experience, and quality workmanship you are invited to submit a proposal. Please take the time to carefully read and become familiar with the proposal requirement. All proposals submitted for consideration must be received by the time as specified above under the "SUBMISSION DEADLINE." Bid Open Period is 21 days due to time constraints of scheduling for replacement of gym floor, prescheduled events, and gym usage of school related classes.

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.

PROJECT AND LOCATION

The bid proposal is being requested for St. Benedict's Lumen Christi School Gym Floor which is located at 8110 Jewel Lake Road, Anchorage, AK 99502.

PROJECT MANAGER CONTACT INFORMATION

For questions or information regarding Bid, Project Status, and Finances contact:

Name: Danna Hoellering
Title: Business Manager
Phone: (907) 273-1553
Email: dhoellering@stbenedictsak.com

PROJECT OBJECTIVE

The objective and goal for this project is for the white mold remediation found between the vapor barrier and wood floor of the gym, and leave the gym in a safe and clean condition.

SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE

DATE

Completion of Work No Later Than

September 27, 2019

PROPOSAL BIDDING REQUIREMENTS

Equal Employment Opportunity

During the performance of this contract the bidder awarded the contract agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination

clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. Page 9 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with The Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to Page 14 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. Saint Benedict Catholic Church shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to Saint Benedict Catholic Church and understands and agrees that Saint Benedict Catholic Church will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to Saint Benedict Catholic Church and understands and agrees that Saint Benedict Catholic Church will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Saint Benedict Catholic Church. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Saint Benedict Catholic Church, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining

any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— • Competitively within a timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or • At a reasonable price. (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

The following access to records requirements apply to this contract: (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, Saint Benedict Catholic Church and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, And Flags.

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

Compliance with Federal Law, Regulations, And Executive Orders.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

No Obligation by Federal Government.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

Program Fraud and False or Fraudulent Statements or Related Acts.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Safe Environment

Due to nature of the work environment being a functioning school the contractor understands that all employees working on this project will need to be vetted by the Archdiocese of Anchorage Safe Environment background check procedure. The contractor awarded the bid agrees prior to any employee or subcontractor employee working or coming onto the premises successfully complete a background check. The expense of which is on Saint Benedict Catholic Church.

PROJECT PROPOSAL EXPECTATIONS

St. Benedict's Catholic Church shall award the contract to the proposal that best accommodates the various project requirements. St. Benedict's Catholic Church reserves the right to award any contract prior to the proposal deadline stated within the "Scheduled Timeline" or prior to the receipt of all proposals, award the contract to more than one Bidder, and refuse any proposal or contract without obligation to either St. Benedict's Catholic Church or to any Bidder offering or submitting a proposal.

INTENT TO SUBMIT PROPOSAL

All invited Bidders are required to submit a "Letter of Intent" no later than September 9, 2019 at 5 pm informing St. Benedict's Catholic Church of their intent to either submit or decline to submit a proposal.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by St. Benedict's Catholic Church no later than 5:00 PM on September 17, 2019 for consideration in the project proposal selection process.

- Proposals received by the stipulated deadline must be in the correct format.
- Bidder's alleged performance effectiveness of their proposal's solution regarding the Project Objective of St. Benedict's Catholic Church.
- Bidder's performance history and alleged ability to timely deliver proposed services.
- Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
- Overall cost effectiveness of the proposal.

St. Benedict's Catholic Church shall reserve the right to cancel, suspend, and/or discontinue any proposal at any time they deem necessary or fit without obligation or notice to the proposing bidder/contractor.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

- Bidder's Name(s)
- Bidders Address
- Bidder's Contact Information (and preferred method of communication)
- Legal Form of Bidder (e.g. sole proprietor, partnership, corporation)
- Date Bidder's Company was Formed
- Description of Bidder's company in terms of size, range, and types of services offered and clientele.

- Bidder's principal officer (e.g. President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Manager(s) and length of time each officer has performed in his/her field of expertise.
- Bidder's Federal Employee Identification Number (FEIN)
- Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.
- Organization chart showing key personnel that would provide services to the St. Benedict's Catholic Church.

Financial Information

- State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.
- State whether the Bidder or its parent company (if any) has ever received any sanctions of is currently under investigation by a regulatory or governmental body.

Proposed Outcome

- Summary of timeline and work to be completed
- List any accommodation services or space required from St. Benedict's Catholic Church, along with a brief explanation.

Cost Proposal Summary and Breakdown

- A detailed list of any and all expected costs or expenses related to the proposed project.
- List any time necessary that the building should be unoccupied. If so, then it must be complete outside of posted school hours. Consider this in your bidding process of costs.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.
- Information on how and where any removable material will be disposed of.

Licensing and Bonding

- Provide details of licenses and bonds (if any) for any proposed services that the bidder/contractor may plan on providing for this project.
- Certificates to be provided to Saint Benedict's upon award of project.

Insurance

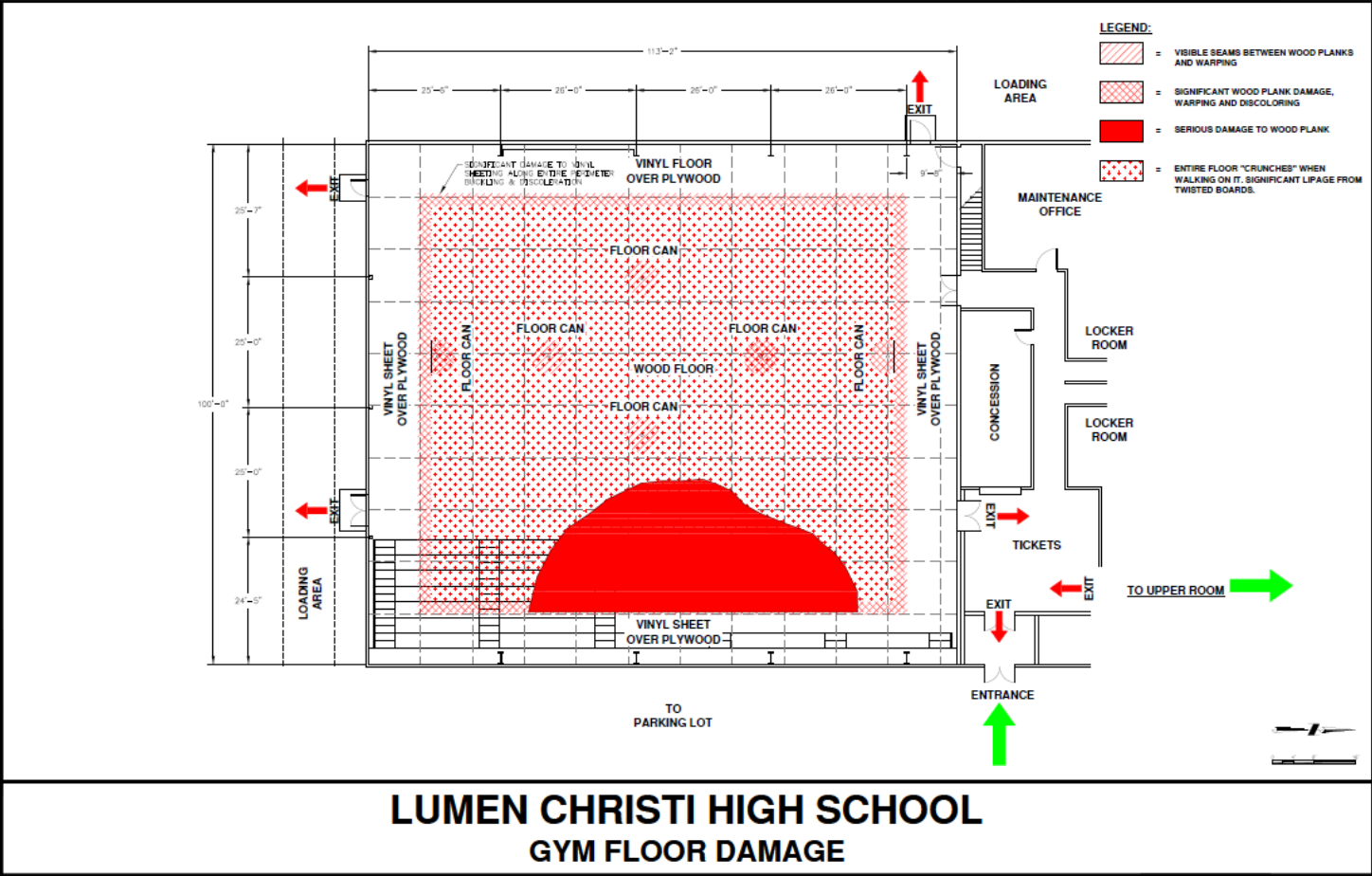
- Details of any liability or other insurance provided with regard to the staff or project.
- Certificate of Insurance to be provided to Saint Benedict's upon award of project.

References

- Provide 3 references that have experience with your completion of same size and scope of work.

Bidder agrees that St. Benedict's Catholic Church may contact all submitted references to obtain any and all information regarding Bidders performance.

LUMEN CHRISTI SCHOOL GYM FLOOR



LUMEN CHRISTI HIGH SCHOOL GYM FLOOR DAMAGE

The gym floor was damaged in the earthquake as described above by the fire suppression system water. The damaged floor will be demolished to the concrete and ready for mold remediation on or before September 20, 2019. Due to the nature of school in session and scheduled sports activities it may be necessary to do work outside of normal business hours.