

REQUEST FOR PROPOSAL

LIBERAL UNIFIED SCHOOL DISTRICT NO. 480

DATE: April 1, 2015

FOR: Water Treatment Program for Mechanical Systems.

401 NORTH KANSAS - - P O BOX 949

LIBERAL KS 67905-0949

TELEPHONE 620-604-1010

FAX 620-604-1011

NAME OF FIRM

AUTHORIZED SIGNATURE

TITLE

ADDRESS

Telephone No.

Bids will be accepted to:

DATE: April 13 Terms (Cash Discount)

TIME: 10:00 a.m.

Bids will be honored for: How many days after bid _____(Number of Days) Award.

Conditions under which bids are requested appear below. Please review thoroughly.

BY: _____

Director of Business

GENERAL INFORMATION, INSTRUCTIONS AND REQUIREMENTS:

Purpose

Water Treatment Program for Mechanical Systems in the following buildings: Liberal High School, West Middle School, MacArthur Elementary School, Cottonwood Intermediate School, South Middle School and Sunflower Intermediate School. Services to include monthly sampling, testing and interpretation of tests of treated water with the purpose of reducing risk of biological growth.

Terms and Conditions

1. The submission of a proposal will indicate that the submitter has read the terms and conditions, understands the requirements and that the bidder can supply items specified.
2. No contract exists on the part of the school district until a written purchase order is executed. Issuance of a purchase order will be considered sufficient notice of acceptance of contract.
3. Prices shall be stated in units as specified (excluding sales tax) and the extension (excluding sales tax) on each item in the bid. In the event of conflict between the unit price and extension, the unit price shall govern.
4. Failure to examine any specifications and/or instructions will be at bidder's risk.
5. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase order number must be referenced on the invoice.
6. Any contract issued from this proposal is subject to cancellation upon District request.

Samples

N/A

Brand Name

1. Specific brand of merchandise, supplies, or equipment used in the specifications is done to indicate general character or quality desired, or to match an item already in use. Such references are not intended to limit or restrict bidding by other vendors.

2. If specific items are not available, please bid on suitable alternates. Submitter must be prepared to submit a sample of alternate at no cost to the District.
3. Consideration will be given to bids on other brands quoted as “equal”. However, the School District will be the sole judge on the question of “equal quality”. After each item, full brand name, model number, etc., must be written on the bid form by all bidders. If “other brand” is not shown in writing on the bid form, it will be assumed that bidder is quoting on the specified item and bid will be awarded accordingly.
4. Descriptive literature must accompany all bids.

Compliance with Specifications

Unified School District 480 reserves the right to cancel order and return any item awarded on bid; if after delivery, it is found not matching minimum specifications, or of poor quality, or not matching sample provided, or delivery is later than specified in bid.

Delivery of Bid Item(s):

1. After initial application of treatment of chemicals the successful bidder will visit specified sites monthly to check systems, collect water samples and test treated water.

Price Clause

1. Prices must be firm for a period of sixty days following opening of sealed bid unless otherwise stated in the terms of the contract period. After initial contract term and prior to any contract renewal, the School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the Business Department.
2. In the best interest of the district, we reserve the right to increase or decrease quantities as shown, or to place subsequent orders with successful bidder(s).

Protest

Any formal protest of bid must be filed with Jerry Clay (District Representative), 401 North Kansas Ave., Liberal, Kansas 67901, phone number (620) 604-1014. Protest shall be filed within ten days after the protester knows or should have known the basis of the protest, whichever is earlier.

Evaluation Criteria

1. Proposal award(s) to be on a per item, all or none, group of similar item(s) basis, or whatever is in USD 480 School District's best interest.
2. The School District reserves the right to evaluate and/or purchase any item whether offered at a higher or lower price, within reason, if we consider it to be in the best interest of the District. The School District's decision shall be final. Price alone may not be the sole factor in making bid award(s).
3. Proposal award(s) to be made to the lowest responsible and responsive bidder whose proposal conforms in all material respects to the requirements and evaluation criteria set forth in the request for proposal.
4. The proposal will be initially evaluated for conforming to the requirements of the RFP. All those responsible and responsive bidders who met the technical requirements will then be evaluated for pricing and specifications of products/services.

5. The evaluation criteria for this solicitation are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the proposal and required forms; 3) price; 4) availability of maintenance beyond warranty period; 5) references and past performance information (PPI) review; and 6) transportation costs; ownership costs; and/or life cycle costs.

Award Basis

1. The contract shall be awarded to the first responsible and responsive bidder whose proposal meets all material aspects of the requirements set forth in the solicitation requirements.
2. If a vendor receives a contract award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with the specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets specifications. If the item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately and replace to each District's satisfaction at no additional charge, or issue full credit, for service a return visit must be scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

TERMINATION FOR CONVENIENCE

The school district reserves the right to terminate the contract in whole or in part anytime for the convenience of the school district without penalty recourse. The procurement officer shall give written notice to the contractor of the termination at least thirty days before the effective date of the termination.

INDEMNIFICATION

The successful bidder shall indemnify and save harmless USD 480 from and against all claims, suits, actions, liability, loss, damage, and expense arising from any negligent action or negligent omission of the vendor or any subcontractor of the vendor under this contract or any of their respective agents or employees in connection with the performance of this contract.

SUSPENSION OR DEBARMENT

The School District may, by written notice to the contractor, immediately terminate this contract if the School District determines that the contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement unit or other governmental body.

Registered Sex Offender Restriction.

Pursuant to this bid, the successful bidder by acceptance of award of this bid and a purchase order, agrees by acceptance, that no employee of the successful bidder or a sub contractor of the successful bidder, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The successful bidder further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

Conflict of Interest.

As per USD 480 Board of Education Policy, each bidder is to disclose any substantial interest that they have with any Unified School District employees or Governing Board Member. All parties hereby are put

on notice that this Contract is subject to termination if any District employee or Governing Board member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest.

Other Information:

1. All inquiries into bid can be made to Mr. Michael Rogg (Director of Auxiliary Services), 401 N. Kansas Ave, Liberal, KS. 67901, 620-604-1015. Mr. Rogg can be reached between the hours of 7:30 a.m. to 4:30 p.m.

Proposal

Water Treatment Program for Mechanical Systems

Company: _____

Indicate your total bid (including all costs): _____