Request for

proposal

FORK LIFT
RFP# 2017-PUR-015

PROPOSALS MUST BE RECEIVED BY:
10:30 AM (CST) ON MONDAY, DECEMBER 4, 2017

Please mark your sealed envelope “RFP #2017-PUR-015 Fork Lift Proposal” and deliver to the following address and person:

Lisa Patrick
Purchasing Supervisor
Lisa_Patrick@isdschools.org

201 N. Forest Avenue
Independence, MO 64050
816-521-5599 extension 61010

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Career & Tech Ed. Coordinator at the above e-mail address. The deadline for questions is Thursday, November 30, 2017 at 2:00 PM (CST)

It is the responsibility of interested firms to check the website: http://sites.isdschools.org/purchasing/bids-and-rfps for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted Proposal.
# TABLE OF CONTENTS

- Background ..................................................................................................................................... 2
- Requested Equipment ..................................................................................................................... 2
- Disclosures and Notifications ......................................................................................................... 3
- Contract Terms ................................................................................................................................ 4
- Interpretation, Questions, Withdrawal ........................................................................................... 4
- Required Proposal Information ....................................................................................................... 5
- Proposal Submission and Opening .................................................................................................. 5
- Reservation of Rights ...................................................................................................................... 6
- Proposal Evaluation ........................................................................................................................ 6
- Vendor List ...................................................................................................................................... 7
- Appendix A - Specifications - Fork Lift ............................................................................................. 8
- Appendix B - Bid Proposal Submission Form with Bid Sheet ...................................................... 9-11
1. **Background**

   **1.1. Notice**

   1.1.1. Independence School District (the “District”) seeks to purchase Fork Lift through competitive bidding. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 10:30 a.m. on December 4, 2017. All information necessary for the submittal is contained in this RFP.

   **1.2. RFP Schedule** The timeline listed below is the District’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to different circumstances.

   1.2.1. Issue RFP: Tuesday, November 21, 2017

   1.2.2. Deadline to submit written questions: 2:00 p.m., Thursday, November 30, 2017.

   1.2.3. Deadline to submit proposals: Monday, December 4, 2017 at 10:30 a.m.

   1.2.4. Vendor selection date: 6:00 p.m., December 12, 2017 ISD Board of Education Meeting

2. **Requested Equipment**

   **2.1. Description of Equipment**

   2.1.1. Fork Lift.

   **2.2. Delivery**

   2.2.1. FOB (Free On Board) and to include installation, set-up of new equipment at the following address and time:
2.2.2. By January 9, 2018 at 5:00 pm at ISD Central Warehouse 14001 E 32nd Street South, Independence MO 64055, $100 per day late fee assessed if after this day. Location is within the Independence School District.

2.3. **Schedule**

2.3.1. Vendor selection date: December 12, 2017

2.3.2. Contract date: December 12, 2017

2.3.3. Planned delivery date: By January 9, 2018

3. **Disclosures and Notifications**

3.1. **Conflicts of interest**

3.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

3.2. **Cooperative Procurement**

3.2.1. Indicate whether, if the District accepted your Proposal, you would provide the same products and services under the same prices and terms to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP), Mid-America Regional Counsel (MARC) or Greater Suburban Kansas City Joint Purchasing Cooperative (GSKCJPC) and/or located within the greater Kansas City metropolitan trade area.

   ______ YES ______ NO    SIGNATURE: __________________________

3.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.

3.2.3. Organizations represented by MACPP, MARC or GSKCJPC have no obligation under the cooperative procurement agreement for to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.

3.2.4. The ordering jurisdiction will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
3.2.5. Each jurisdiction that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

4. Contract terms

4.1. Applicable law

4.1.1. Missouri law will govern contracts entered into pursuant to this RFP.

4.2. Proposed sale contract

4.2.1. Proposals must include a copy of proposed contracts or sales agreements if available or disclose terms required by the proposer of this RFP.

4.2.2. The District must issue a properly authorized purchase order to complete the purchase.

4.2.3. The District will not be liable for additional costs over the quoted price, including taxes, shipping, insurance, penalties, termination payments, attorney fees, liquidated damages, or other fees and costs.

4.2.4. Indemnity for product liability: The seller shall be responsible for all personal injury (including death) or property damage as a result of the seller’s negligence involving any equipment provided under the terms and conditions, requirements and specifications of the sales agreement. In addition, the contractor assumes the obligation to hold the District, including its Board and employees, harmless from every expense, liability, or payment arising out of such negligent act or defective product.

4.2.5. The seller shall replace any item received in damaged condition at no cost to the District. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4.2.6. Payment terms: Pay off invoice, net 30 days after inspection/verification of installation and set-up of equipment on site

5. Interpretation, Questions, Withdrawal

5.1. Interpretation

5.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
5.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District no later than November 30, 2017 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.

5.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

5.2. Questions

5.2.1. Submit written questions via e-mail to the following person:

Lisa Patrick  
Purchasing Supervisor  
lisa_patrick@isdschools.org  
201 N. Forest Avenue  
Independence, MO 64050  
816-521-5599 extension 61010

5.3. Withdrawal

5.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.

5.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

6. Required Proposal Information

6.1. Description of product: See Appendix A for description/specs for equipment

6.2. Pricing

Please fill out the Bid Sheet. Substitutions of accessories and supplies must be approved in writing prior to bid submittal.

7. Proposal submission and opening

7.1. Submission

7.1.1. Submit complete proposals with all forms filled out, Appendix B in a sealed envelope marked “Fork Lift PROPOSAL” and deliver to the following address and person:
7.2. Opening

7.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: December 4, 2017

Time: 10:30 a.m.

Location: Central Office
201 N. Forest Avenue
Independence, MO 64050.

8. Reservation of Rights

8.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

9. Proposal Evaluation

9.1. Award

9.1.1. The contract will be awarded to the firm submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm’s qualifications/proposal shall remain entirely with the District, at the District’s sole discretion. The criteria for making this judgment will include but not limited to price, demonstrated capability and general responsiveness to the RFP.

9.1.2. The District notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that should any person who performs work because of race, religion, color, sex, national origin, or ancestry.
9.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

9.2. **Acceptance Period**

9.2.1. All proposal offers must be firm for 90 days.

10. **Vendor List**
### SPECIFICATIONS – Fork Lift

<table>
<thead>
<tr>
<th>Description</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Type</td>
<td>Electric</td>
</tr>
<tr>
<td>Volt</td>
<td>36/48</td>
</tr>
<tr>
<td>Charger</td>
<td>1 Charger</td>
</tr>
<tr>
<td>Upright MFH</td>
<td>226</td>
</tr>
<tr>
<td>Actual Lift</td>
<td>154</td>
</tr>
<tr>
<td>Down Height</td>
<td>97.6</td>
</tr>
<tr>
<td>Free Lift</td>
<td>56.3</td>
</tr>
<tr>
<td>Rack Height (Assumes 10’ Lift off)</td>
<td>144</td>
</tr>
<tr>
<td>Nominal Capacity at Full Height</td>
<td>3,000</td>
</tr>
</tbody>
</table>
APPENDIX B

BID PROPOSAL SUBMISSION FORM – ISD Fork Lift

Proposal of ________________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of ________________, doing business as a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD Fork Lift. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

3. Bidder acknowledges receipt of the following ADDENDA: ________________.

4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract
Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

Appendix B
(Cont.)

RESPECTFULLY SUBMITTED:

______________________________  ________________________________
Signature                              Title

______________________________  ________________________________
Name (Please type or write clearly) Date

______________________________  ________________________________
Company Name Telephone Number Fax Number

______________________________  ________________________________
Street Email address

______________________________  ________________________________
City, State, Zip Code License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.
<table>
<thead>
<tr>
<th>Equipment</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck</td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td></td>
</tr>
<tr>
<td>Charger (with specs)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

*The above price includes equipment and supplies listed in Appendix A and any other service agreements, replacement agreements and training agreements.

Company Name: ________________________________

Printed Name: ________________________________

Signature: ________________________________

Date: ________________________________