1. Background

1.1. Notice

1.1.1. Independence School District (the “District”) seeks to purchase a 2016 Ford Step Van through competitive bidding. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services office by 2:00 pm on June 30, 2016. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

1.2.1. Issue RFP: June 6, 2016

1.2.2. Deadline to schedule inspection of property: N/A

1.2.3. Deadline to submit written questions: 4:00 p.m., June 22, 2016

1.2.4. Deadline to submit proposals: 2:00 p.m., June 30, 2016

1.2.5. Vendor selection date: 6:00 p.m., August 9, 2016 ISD Board of Education Meeting

2. Requested equipment

2.1. Description of equipment requested: 2016 Ford Step Van and/or comparable substitution

Reference Enclosed Addendum A

2.2. Delivery: FOB (Free On Board) at the following address and time:

Independence School District Transportation
900 South Powell Road
Independence, Missouri 60456

2.3. Schedule
2.3.1. Vendor selection date: August 9, 2016, 6:00 p.m.

2.3.2. Contract date: August 15, 2016

2.3.3. Planned delivery date: 90 days from signed dated contract

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) or Mid-America Regional Counsel (MARC) and located within the greater Kansas City metropolitan trade area.

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 or MARC 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: Net 30 Days after Delivery

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 June 22, 2016 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 posted on website and be the responsibility of the proposer to acknowledge.

5.2. Questions

5.2.1. Submit written questions to the following person:

Michele Crumbaugh  
Nutrition Service Department  
1400 West Geo Space Drive  
Independence, MO 64056  
816-521-5371

Exterior Envelope Bid Reference: 2016-Nut 001  
2016 Ford Step Van

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 forty-five (45) days after the scheduled closing time for receipt of proposals.

6. Required Proposal Information

6.1. Description of product

6.2. Pricing

7. Proposal submission and opening

7.1. Submission

7.1.1. Submit proposals in a sealed envelope marked “2016 Ford Step up Van PROPOSAL” and deliver to the following address and person:

Michele Crumbaugh, Director of Nutrition Services  
1400 West Geo Space Drive
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:** June 30, 2016  
**Time:** 2:00 p.m.  
**Location:** Nutrition Services  
1400 West Geo Space Drive  
Independence, MO 64056

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 proposer be awarded this contract, proposer will not discriminate against any person who performs work under it 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.

9.1.4. Pursuant to § 171.181 RSMo., the District will give preference to all commodities, manufactured, mined, produced or grown within Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations, or individuals, when quality and price are approximately the same.

9.2. **Acceptance Period**

9.2.1. All offers must be firm for 120 days to allow for a signed order confirmation agreements.

10. **Vendor List**