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February 20<sup>th</sup>, 2023

**Request for Proposal – Walking Bridge**

This is a formal request for the items listed on the second page of this document.

The schedule of events is listed below. All bids must be sealed and delivered to our board clerk at the district office address by the closing date. Any bid received after regular business hours on the closing date will be deemed not valid and returned unopened. Bids received via email are not valid.

Starting date:	2/20/2023
Closing date:	3/02/2023
Date bids will be opened:	3/03/2023 at 9:00 AM
Award date:	3/03/2023
Board meeting:	3/06/2023

Proposals that are incomplete in form or content will be deemed non-responsive and will not be considered. Once accepted, proposals become the property of the District. The District reserves the right to request additional information or clarification if needed, upon review of your Proposal. This Request for Proposal should not be construed as a guarantee of business or contract. The objective of this RFP is to select a vendor which, based on the content and evaluation of the proposals received, will best serve the needs of the District at this time. However, the District may also, upon review of proposals, elect not to award a contract to any respondent. Questions regarding this RFP may be submitted by email to:

Aron Dody  
USD 417  
adody@cgrove417.org

**Notice of Non-discrimination** USD #417

does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

The following person has been designated to handle inquiries regarding the non-discrimination policies:

Dr. Aron Dody  
17 S Wood Street  
Council Grove, KS 66846  
(620) 767-5192

**PROPOSAL REQUEST:**

USD 417 is requesting bids on the following item:

1. Removal and disposal of old walking bridge and supporting concrete located at Council Grove Elementary School, 706 E. Main St., Council Grove, KS 66846.
2. New concrete footings for new walking bridge.
3. New walking bridge constructed of aluminum that is approximately 6' wide by 34' long. Sides must meet all local and state codes for fall protection.

**INSTRUCTIONS, TERMS AND CONDITIONS:**

By signing and submitting a response to this RFP the vendor acknowledges receipt and acceptance of these Instructions, Terms and Conditions.

**ACCEPTANCE OR REJECTION OF RESPONSES:**

- Proposals will be evaluated by District personnel familiar with the requirements of this RFP and the needs of the District
- The District reserves the right to reject any and all Responses that are incomplete, contain errors, arrive after the due date/time or are submitted by unqualified organizations
- The District reserves the right not to award a contract if the District, in its sole discretion, deems the responses received pursuant to this RFP lacking in any respect or insufficient to meet the District's requirements and needs
- The District reserves the right to request any vendor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process
- The Vendor agrees that failure on its part to list all cost components related to the purchase will not constitute an acceptable justification to re-quote the proposal
- The Vendor acknowledges that the original proposal and costs provided stand. However, the vendor has the option of withdrawing a proposal at any time until a final contract is executed
- The District reserves the right to cancel or renegotiate the purchase any time prior to an order being submitted
- The District reserves the right to negotiate terms and scope of work with the lowest responsible bidder. If an agreement cannot be negotiated, the District reserves the right to negotiate with another bidder
- The District may, at its option, request additional information or ask for clarification from respondents, if necessary
- A final contract will be awarded to the lowest responsible bidder per KSA 72-5211

Note: Although price is of prime consideration in determining the lowest responsible bidder, it is not the sole determining factor. The determination may involve all or some of the following factors: price, previous experience and performance, conformity to specifications, delivery schedule, compatibility, other costs, other objective and accountable factors which are reasonable and any other considerations that may be deemed relevant by the District.

**SUBMISSION OF PROPOSALS:**

Proposals must be submitted in a sealed envelope by 4:00 p.m. on Monday, March 2<sup>th</sup>, 2023, to:

USD 417 District Office  
Attention: Bryce Johnson  
17 Wood St  
Council Grove, KS 66846

All proposals received after the bid deadline shall be returned to the Vendor unopened. Emailed proposals will not be accepted.

**ASSIGNMENT PROHIBITED:**

No contract awarded under this proposal shall be assigned without the express, prior written approval of the District. Any attempted assignment in violation of the provision may be voided at the option of the School Board

**DELIVERY/SHIPPING:**

Any and all shipping or delivery charges must be shown on the bid. It should be assumed that all products would be delivered to Council Grove Elementary School.

**NO CONTACT WITH SCHOOL BOARD MEMBERS:**

Respondents may not contact any member of the USD 417 School Board (or any District employee, except as provided herein) regarding this RFP, unless specifically invited to an interview conducted by the Board.

**NON-DISCRIMINATION:**

Morris County USD 417 does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status or medical condition.

**HOLD HARMLESS:**

The Vender shall defend, indemnify, and hold the District, its officers, agents, volunteers, and employees harmless from any and all causes of action or claims of damages arising out of or related to the vender's performance under this contract.