


**Independent School District #1 of Logan County, OK  
d/b/a Guthrie Public Schools**

**Request For Proposal: High School Boiler Removal/Installation**

|  |   |                       |
|--|---|-----------------------|
| Return Sealed Proposal to this address:<br><br> | <b>Director of Operations<br/>Guthrie Public Schools<br/>802 E. Vilas<br/>Guthrie, OK 73044</b> | <b>Date: 5/8/2024</b> |
|--|---|-----------------------|

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| <b>Bidder Name:</b>                  | <b>Bidder Address:</b>            |
| <b>Bidder Phone &amp; Facsimile:</b> | <b>RFP Due Date: 5/22/2024</b>    |
| <b>Bidder Email Address:</b>         | <b>RFP Due Time: 10:00 am CST</b> |

**Vendor hereby agrees to comply with all conditions of this Request for Proposal. Bidder guarantees that the product or services offered will meet or exceed specifications identified in this proposal.**

*Independent School District #1 of Logan County, OK d/b/a Guthrie Public Schools conducts all bids in accordance with Guthrie Schools Board of Education approved policy. Contracts for one item/service, or multiples of that item/service in excess of \$50,000 shall be awarded based on the results of a sealed bid. In the event that a construction/improvement project exceeds \$50,000, regulations of the Competitive Bid Act of 1974 will be enforced.*

**Non-Collusion Affidavit**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Printed Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

1. All contracts and agreements are with Independent School District #1 (ISD-1) of Logan County, Oklahoma d/b/a Guthrie Public Schools (hereinafter "Guthrie Schools" or "the District").
2. Proposals must be submitted in accordance with the terms and conditions contained in this Invitation to Bid/Request for Proposal (hereinafter "ITB/RFP").
3. All ITB/RFP's submitted are subject to the District's purchasing policies and procedures and the terms and conditions listed herein, which are made a part of this ITB/RFP by reference. This ITB/RFP, any purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma and the District's purchasing policies and procedures.
4. Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to the Independent School District #1 of Logan County, OK d/b/a Guthrie Public Schools (hereinafter "Guthrie Schools") Director of Operations in writing via email. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents.
5. **Preparation of Invitation to Bid/Request for Proposal (hereinafter "bid"):**
  - a. It is the bidder's responsibility to examine the bid to include, but not limited to:
  - b. General Terms and Conditions, Specifications, Amendments, Attachments, Meetings, etc.
  - c. Bidder shall return, sign, and notarize (if applicable) all required forms listed on the cover page.
  - d. Bid shall be typewritten or written in ink. Pencil bids will not be accepted. Erasures or changes shall be initiated by the authorized individual signing this bid.

## 6. Bid Submission

Bid shall be placed in a sealed envelope bearing the proposal name, date & time of bid opening, and bidder's company name and address. **Facsimile and telephone bids are unacceptable.** Bids received after the stated bid opening date and time shall not be accepted and shall be returned unopened to the vendor. Guthrie Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. **All bids shall be delivered to the Guthrie Schools Administration Building, 802 E. Vilas Ave., Guthrie, OK 73044.**

By submitting this RFP, the vendor acknowledges and approves the terms and conditions established by the District in this RFP. These terms and conditions may not be altered by the vendor, either by the terms of the proposal or by any acknowledgement or attachment.

## 7. Amendments

Bidder shall acknowledge receipt of amendment(s) to bids by signing and returning the amendment(s). Amendment acknowledgement(s) may be submitted with the bid reply or may be forwarded separately via mail or facsimile. The amendment(s) shall be received on or before the bid due date and time.

## 8. Preparation Costs

Guthrie Schools will not be liable for any costs associated with the preparation of materials for the offeror's bid submission.

## 9. Bid Openings

Sealed bids are publicly opened and read aloud at the time and date specified. Vendors are invited to attend bid openings.

Guthrie Schools reserves the right to reject any or all bids, accept the bid deemed most advantageous to the school district, and to waive any technicalities. The district is under no obligation to accept any bid.

## 10. Solicitation Results

Guthrie Schools, upon evaluation of solicitation results, and unless all responses are rejected, will issue a Purchase Order if the amount is less than \$10,000. If the amount is greater than \$10,000.00, the Director of Operations will recommend the award to the Board of Education for approval at a public Board of Education meeting. If approved, Guthrie Schools will subsequently issue the Purchase Order. Guthrie Schools does not routinely notify unsuccessful vendors or mail bid tabulations. Bid results are available upon request.

## 11. All or None

Contracts resulting from this bid may be awarded on an "All or None" basis, or by individual item or grouped items, whichever is deemed to be in the best interest of Guthrie Schools. Contract awards will be made to the lowest and the best bidder. Contract award decisions are further subject to any additional terms and conditions contained in this ITB/RFP.

## **TERMS AND CONDITIONS**

### **12. Tie Bids**

In the instance where one or more vendors shall offer materials, supplies, services, or other equipment at an identical "total price," preference shall be given to such vendors in the following order:

1. Local
2. State
3. State Contract Vendors
4. Others

In those instances where two or more vendors who are judged to belong in the same classification shall submit identical quotations for the same item, it shall be the administrative responsibility of the Superintendent to select that vendor who shall be awarded the purchase contract based upon consideration of each vendor's past performance such as meeting delivery deadlines, product warranties, and meeting specifications. If the past performance of the vendors is equal, then the selection shall be by means of a chance drawing conducted by the Director of Operations and witnessed by those vendors affected provided they express a desire to be present.

### **13. Delivery**

Unless otherwise specified, all items ordered for delivery shall be delivered and set up at each individual school or office location as listed in this RFP.

### **14. Board Questions/Protest:**

Any bidder may question the award or decision to award a contract by submitting concerns in writing to the Director of Operations no later than ten (10) days after the award is made. The Director of Operations will review and reply, as well as initiate any appropriate action.

### **15. Employees of business having contract with school conviction of sex offense or felony:**

- A. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States, or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.

### **16. Warranty**

The Vendor warrants to Guthrie Schools that all goods and services furnished hereunder will conform in all respects to the terms of this bid, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

### **17. Taxes**

The Guthrie Public School District is exempt from Federal and State taxes.

**18.** If awarded the contract, the bidder hereby agrees to furnish all materials and labor for the total completion of stated project not to exceed the cost guaranteed by this bid. Furthermore, the project shall be completed in the manner and time specified in the bid/proposal packet.

## **TERMS AND CONDITIONS**

### **19. Insurance**

- A. If any work must be performed on the campus of Guthrie Schools by the vendor, the vendor shall provide comprehensive broad form liability insurance in at least the amount of \$1,000,000 combined bodily injury and property damage for any and all liability, loss, costs, damage, or expense arising out of the terms and performance of this agreement caused by its operations, its agents, or employees. Workers' Compensation Insurance as prescribed by the laws of the State of Oklahoma must also be carried.
- B. Vendor shall provide a certificate or certificates of insurance showing that the prescribed policies are in force and effect and naming Guthrie Schools as an additional insured. Each certificate shall provide that the insurance company shall not

change or cancel any insurance until Guthrie Schools has been notified in writing at least thirty (30) days before the date of change or cancellation.

- C. The vendor will hold Guthrie Schools harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project.

**20. Competitive Bidding Act of 1974 (Applies to section 21.1 and 21.2 only)**

In the event that a construction/improvement project exceeds \$50,000, regulations of the Competitive Bid Act of 1974 will be enforced. It is the responsibility of the Contractor and all the Sub-contractors and suppliers to familiarize themselves with this law and to comply fully with all of its provisions.

**21.1 Bond**

- A. Each Bidder may be required to submit with their proposal, a Bidder's Bond **if required** in the RFP Administrative Information. Such bond will be payable to the Independent School District #1 of Logan County, OK d/b/a Guthrie Public Schools, 802 E. Vilas Avenue, Guthrie, Oklahoma, in an amount of not less than 5% of the base proposal. There shall be forfeited to the Owner the cost of republication of notice to bidders, all actual expenses incurred by reason of Bidder's default, and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the Bid Bond, in the event that the apparently successful Bidder fails to execute the Contract or fails to provide the required Bonds and Insurance to the Owner.
- B. Performance Bonds, Statutory Payment Bonds and Defect Bonds will be required for all Work done under this Contract, and the cost of said Bonds will be included in the Contractor's Proposal. Bonds shall meet the requirements of the Public Competitive Bidding Act of 1974 of the State of Oklahoma, as amended.
- C. Within a period of thirty calendar days after the opening of bids, a contract shall be executed between the school district and the successful bidder and all required bonds and insurance shall be provided within that period.

**21.2 Liquidated Damages**

- A. The Owner will suffer financial loss if the project is not substantially complete within the time limitation set forth above. The Contractor and his Surety will be liable for and shall pay to the Owner the sum of Two Hundred and Fifty Dollars (\$250) as fixed, agreed and liquidated damages for each calendar day beyond such time limitation that the Work under this Contract is not substantially complete and beneficial occupancy begins. The liquidated damages shall apply to each project site separately.

## **SCOPE OF WORK AND SPECIFICATIONS**

### **Scope of Work**

The purpose of this Request for Proposal (hereinafter RFP) is for the Guthrie Public School District (hereinafter Guthrie Schools) to invite interested vendors to submit proposals to remove and install three (3) boilers at the Guthrie High School.

### **Specifications**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

A. Remove and install three (3) Ray Pak Boilers and replace with three (3) new Laars Mighty Therm 750,000 million BTUS.

##### **1.2 SUBMITTALS**

A. Product Data: Include removal and install details, material descriptions, dimensions of individual components and profiles.

B. Labor: Run new water piping as needed. Include the following:

1. Reroute gas lines, blow off and drain lines.
2. Provide electrical connections to new boilers.
3. Reconnect all building controls to new boilers and set up rotation routine.
4. Startup and test new boilers and water balance the flow.
5. The new boilers will require us to run new 10" flues. The existing is 8" and will work for the time being. Code requires flue cannot be reduced in size.
6. Provide all required insulation back to its original condition.

##### **1.3 QUALITY ASSURANCE**

A. Installer Qualifications: An experienced installer who has completed boiler installations similar in material, design, and extent to that indicated for this project and whose work has resulted in installations with a record of successful in-service performance.

1. Installer responsibilities include removing and installation of three Ray Pak boilers components and accessories with the replacement of three new Laars Mighty Therm 750,000 million BTUs.

##### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver assembly materials in unopened cartons or bundles.
- B. Protect equipment from exposure to damage.

##### **1.5 PROJECT CONDITIONS**

A. Preparation period begins not less than ten days before assembly installation, is continuous through installation.

#### **PART 2 - PRODUCTS**

##### **2.1 MANUFACTURERS**

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the following:

1. Laars Mighty Therm 750,000 million BTU

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

A. Examine equipment installation, areas and conditions, with Installer present, for compliance with requirements for installation tolerances, and other conditions affecting performance of BTUs.

1. Proceed with installation only after unsatisfactory conditions have been corrected.
2. Quality Testing.

#### **3.2 PREPARATION**

A. Remove existing Ray Pak boilers

#### **3.3 INSTALLATION**

A. Run new water piping as needed. Include the following:

1. Reroute gas lines, blow off and drain lines.
2. Provide electrical connections to new boilers.
3. Reconnect all building controls to new boilers and set up rotation routine.
4. Startup and test new boilers and water balance the flow.
5. The new boilers will require us to run new 10" flues. The existing is 8" and will work for the time being. Code requires flue cannot be reduced in size.
6. Provide all required insulation back to its original condition.

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **Evaluation Criteria**

Award selection will be based upon the following evaluation criteria. Guthrie Schools will negotiate the final contract with the preferred vendor or vendors based upon the responses received to this RFP and past experience with each vendor. Vendor agrees that any pricing in the final negotiation of the contract will in no case be higher than pricing stated in the RFP.

- Price
- Experience of Service and Trained Personnel
- Features and benefits of BTU equipment
- References/Past experience
- Product review standards/ Product Warranty Guarantee

#### **Contract and Award**

Upon notification of the intent to award, the vendor will draft a contract for the review of the district's legal advisor. The contract shall begin June 11, 2024 **for the furnishing of all services and other deliverables required for successful completion of the proposed project and end June 30, 2024.** Once approved, this contract will be presented to the Board of Education for approval and award. Until the action of the Board of Education, vendor will agree to hold pricing firm until the contract can be reviewed by the Board. The district will make every effort to expedite this process.

It is the intent of Guthrie Schools to present the award recommendation to the Board of Education at the June 10th, 2024 meeting.

**Delivery and Set up**

Vendor is responsible for all delivery costs, set-up and any other expenditure involving the complete removal and installation of the three boilers at the high school site.

## TIMELINES AND GENERAL INFORMATION

### 1. Timeline

| <u>Date</u>      | <u>Time</u><br>(Central Time) |   |
|------------------|-------------------------------|---|
| 05/8/2024        | N/A                           | RFP Issued  |
| 05/13-05/17/2024 | Contact Ops Director          | <b>Pre-Bid Walk through by appointment only *Optional</b> |
| 05/22/2024       | 10:00 am CT                   | RFP Due   |
| 05/23/2024       | N/A                           | Notification of Winning Recommended Vendor                |
| 06/10/2024       | 6:30 pm CT                    | Award Recommendation at the Board of Education Meeting    |

### 2. Pre-Bid Walk Through \* Optional

**A pre-bid walk through is optional to view current equipment. Guthrie High School located at 200 N Crooks Drive, Guthrie, OK 73044. The purpose of this walk through is to respond to all inquiries concerning this bid. Any contact with district employees other than the Director of Operations is prohibited and may result in disqualification of the offending vendor. Contact Cody Thompson at 405-471-3969.**

### 3. Required Forms – Failure to provide the forms checked below shall result in disqualification of bid.

- Signed and Notarized Non Collusion Affidavit
- Signed Pricing Page – IF THIS IS NOT SIGNED, BID WILL BE DISQUALIFIED
- IRS W9 Form – Completed and Signed
- Signed Letter certifying vendor is not on the Government Debarment and Suspension (Excluded Parties List)
- Signed Declaration of Sex Offender Affidavit
- Signed and Notarized Business Relationships Affidavit
- References – Three (3) Business References (Contact, Address, Phone, Fax, Email if available)
- Copy of licenses and/or letter from manufacturer showing vendor as authorized dealer/installer/service provider
- Bidders Bond (cashier check, certified check, or surety bond) **ONLY when box is checked, a bid bond must accompany sealed bid regardless of the amount of the bid.**
- Certificate of Insurance
- Signed and Notarized Contract Affidavit

### 4. Required forms due when contract is awarded:

- Performance Bond
- Statutory Bond
- Defect Bond

### 5. Amendments to Request for Proposal

In the event it should be necessary to revise any portion of this RFP, an amendment will be issued following the inquiry deadline date and time.

Proposals may be rejected if the above terms and conditions are not followed. The District reserves the right to reject any and all proposals if it is in the best interest of the District to do so.

### 6. Vendor will submit one (1) clearly marked original and three (3) copies of each response.

Even if the vendor chooses to reply on a separate page, the **Pricing Pages within this document must be signed** and returned with the response for the response to be considered. All pages containing prices (including all pricing pages) must be signed by vendor.

### Administrative Information



Your proposal, submitted in response to this RFP, constitutes an irrevocable offer and, when accepted by the Board of Education, constitutes a firm and binding contract. Lease of any, all or part of the devices specified within this document is contingent on the availability of funds.

**Pricing Requirements**

Please return responses to this RFP proposing contract pricing using the spreadsheet included on the Pricing Page continued below. If a vendor wishes to include more than one (1) model for any category, please use a separate pricing sheet for each additional or alternative model (one model per page) and mark the page as “Alternate”. The number of machines needed is based on estimates. Vendor will give a proposal based on a per machine basis. The number of machines approved will be determined after the contract has been awarded between the vendor and Guthrie Schools as to what will best fit the needs of the District.

Vendor shall base all service/supply pricing upon estimated volumes they have listed for each copier category. Vendor shall base all equipment pricing on the number of units per category. Usage history is given as an estimate and is not necessarily reflective of the actual use.

**Pricing Criteria**

**Each presentation must be signed and or initialed. This is in addition to the Pricing Page being signed. All responses must include:**

1. Include a “bottom line” price for the cost Guthrie Schools should expect on the invoice.

|   |   |
|---|---|
| →<br><hr/> Signature of Authorized Agent              | →<br><hr/> Printed Name of Authorized Agent |
| <b>Failure to sign this form will disqualify bid.</b> |   |

|   |   |
|---|---|
| → | → |
|---|---|

**PRICING PAGES**

**Category 1:     Installation of three (3) Laars Mighty Therm 750,000 million BTUs**

- \$ \_\_\_\_\_

**Category 2:     Removal of three (3) Ray Pak Boilers**

- \$ \_\_\_\_\_

Any additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

|  |   |
|--|---|
| →                                      | →   |
| _____<br>Signature of Authorized Agent | _____<br>Printed Name of Authorized Agent |

**Failure to sign this form will disqualify bid.**

## QUESTIONNAIRE

|   |   |
|---|---|
|   |   |
| → | → |

1. Please submit answers to this questionnaire on your letterhead.
2. Location of firm's office (Address)
3. Current and recent experience in doing public school projects similar in scope. Please list only school projects worked on in the past two (2) years.
4. Names, telephone numbers and email addresses (if available) of client contact person on all above listed projects.
5. Recent demonstration of your firm's ability to complete projects successfully.
6. Willingness to meet with school administrators in order to finalize the project programs scope and budget. Would this be included as a part of the basic service?
7. Summarize the services provided as part of the basic services.
8. Summarize the supplemental/extra services available at additional fee(s).

(This affidavit shall accompany the proposal)

**INDEPENDENT SCHOOL DISTRICT #1 OF LOGAN COUNTY, OKLAHOMA  
d/b/a GUTHRIE PUBLIC SCHOOLS**

**Declaration by Vendor Regarding Prohibition of Sex Offenders on  
School Premises**

The undersigned, \_\_\_\_\_, represents that he/she is the owner or an officer of \_\_\_\_\_, who has the authority to make this declaration to the Independent School District #1 of Logan County, OK d/b/a Guthrie Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders Registration Act or is subject to another state's or the federal sex offender registration provisions.

I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

*It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00)). In addition, the violator may be liable for civil damages.*

I further declare that so long as the undersigned performs work or provides services to the Independent School District #1 of Logan County, OK d/b/a Guthrie Public Schools, that the undersigned will at all times comply with the statutory provisions described herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Vendor Name (type or print)\_\_\_\_\_

Authorized Representative (type or print)\_\_\_\_\_

Authorized Representative's Signature\_\_\_\_\_

Federal ID # or Social Security Number\_\_\_\_\_

Return Declaration to: **Guthrie Public Schools  
Director of Operations  
802 E. Vilas Ave.  
Guthrie, OK 73044**

(This affidavit shall accompany the proposal)

# BUSINESS RELATIONSHIP AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

\_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

# CONTRACT AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit a contract to the Board of Education of the Guthrie School District. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education of the Guthrie School District, any money or other thing of value, either directly or indirectly in the procuring of the contract.

Printed Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

My commission expires