



November 16, 2018

Request for Proposal 19011

CLAY FOR FINE ARTS

Tulsa Public Schools is soliciting proposals to provide clay for the Fine Arts department in accordance with the terms and conditions detailed herein.

Proposals will be accepted until a public opening held on **Monday, December 3, 2018 at 9:00 a.m.** Proposals received after this time will not be accepted. One original and one (1) copy of your proposal must be submitted. No award will be made until Tulsa Public Schools has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Mr. Ronald R. Friedberg
Tulsa Public Schools
3027 South New Haven, Room 527
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to the purchasing office at (918) 746-6205, or purchasing@tulsaschools.org.

Thank you for your participation.

Ronald R. Friedberg
Coordinator of Purchasing

Request for Proposal 18008

Clay for Fine Arts

1. **PURPOSE:** Tulsa Public Schools (“TPS”, the “District”) wishes to contract with a reliable vendor to supply various clays and tools for the fine arts department.
2. **BACKGROUND:** TPS is the largest school district in northeastern Oklahoma. The District contributes significantly to the economic base of the area, employing 6,900 employees. Approximately 40,000 students were enrolled in over 55 elementary/Pre-K schools, 12 middle and junior high schools, and 9 senior high schools as well as over 15 special programs around the District.
3. **ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the vendors, answering technical questions in connection with the proposal, and providing general direction under the resulting contract: Mr. Ronald Friedberg, Coordinator of Purchasing.
4. **QUESTIONS REGARDING THE RFP:** Email any technical issue and specification questions pertaining to this RFP to purchasing@tulsaschools.org by **4:00 p.m. on November 26, 2018**. Include a phone number and specifically reference the section of the RFP in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier. Any statements made by the district representatives do not modify the terms, conditions, and specifications of this RFP. Any changes to this RFP will be issued in a written addendum to the solicitation
5. **STATEMENT OF NEED:** The contractor shall provide the specified materials and deliver them to the TPS Warehouse, at 1555 North 77th East Avenue, Tulsa, Oklahoma, 74115, in accordance with the terms and conditions stated herein. The offeror warrants that all items supplied hereunder will be new and in current production. Remanufactured products will not be accepted.
 - 5.1 All items must be the exact item as listed. No substitutes, alternates, nor “equals” will be accepted.
 - 5.2 Resolve all order and invoice discrepancies (e.g., shortages, damages, etc.) within ten (10) working days from notification.
 - 5.3 Pick up all products to be returned due to quality problems, duplicate shipments, etc. at the location where originally delivered within a reasonable period of time after notification with no restocking charge and replace with like products or refund the full purchase price.
 - 5.4 The prices offered are to remain firm through June 30, 2019.
6. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and one (1) copy of each proposal shall be submitted to TPS as indicated on the cover sheet. Offeror shall make no other distribution of the proposal. Offerors are required to submit the following items as a complete proposal:

6.1 **Attachment A**, Pricing Proposal completed in detail.

6.2 Return this **Request for Proposal** document with all other supporting Attachments filled out as required and signed.

7. **AWARD:** Proposals will be evaluated by a TPS committee. Negotiations may be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, TPS shall select the offeror which in its opinion, has made the best proposal, and shall award the contract to that offeror.

8 . **GENERAL TERMS AND CONDITIONS**

8.1 **DOWNLOADED RFP'S:** An Internet link will be provided to Respondents who have provided e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. This RFP, accompanying exhibits/attachments, and any addenda are available for download from the web at http://www.tulsaschools.org/6_Community/purchase_bids_main.asp. Respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from considering addenda, if any, in preparing responses. Note that there may be multiple clarifications and/or addenda. Any harm to a respondent resulting from such failure shall not be grounds for a protest against award(s) made under this RFP.

8.2 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state and local laws and regulations.

8.3 **RIGHT TO REJECT:** TPS reserves the right to reject any or all proposals. In addition, Offerors should recognize the right of TPS to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.

8.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

8.5 **MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Materials Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.

8.6 **CONTRACT PROVISIONS BY REFERENCE:** It is mutually agreed by and between TPS and the Offeror that the District's acceptance of the Offeror's proposal by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in the solicitation except as may be amended in the purchase order. Any exceptions taken by the Offeror not included in the resulting contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this solicitation and information submitted by an Offeror, the terms and conditions of the solicitation and resulting purchase order/contract will govern.

8.7 **CHANGES:** Statements made by TPS representatives do not modify the terms, conditions and specifications of this RFP. Changes and modifications to any section of the RFP will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Materials Management.

Changes may be made to the contract if the parties agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

8.8 **ERRORS OR OMISSIONS:** Offeror shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor (or "offeror") shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

8.9 TAX EXEMPTION: TPS is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price; Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by TPS.

8.10 TESTING AND INSPECTION: TPS reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

8.11 PROPRIETARY INDEMNITY: Offeror warrants that all products and services used by or furnished do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against TPS, TPS shall promptly notify vendor, and vendor shall (without waiving any rights, protections or immunities under the Oklahoma Governmental Tort Claims Act), defend and indemnify TPS against any loss, cost, expense, claim, or liability arising out of such claim, whether or not such claim is successful.

8.12 PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, Offeror shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.

8.13 QUALIFICATIONS OF OFFERORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy TPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

8.14 LATE PROPOSALS: Proposals must be received by the TPS Purchasing Office by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. TPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

8.15 OBLIGATION OF OFFEROR: By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

8.16 PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the Offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date.

8.17 COSTS OF RESPONSE TO RFP: TPS will not be liable for any costs associated with the preparation of materials for Offeror's submission.

8.18 METHOD OF PAYMENT: Standard payment terms are Net 30 days from the receipt of invoice. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. **TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFP, and any applicable extensions.** The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

8.19 AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8.20 OPEN RECORDS: The Offeror's proposal/bid and all accompanying data, materials and documentation are public records and are subject to inspection and reproduction in accordance with the Oklahoma Open Records Act.

8.21 COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.

8.22 EXTRA CHARGES NOT ALLOWED: Proposed pricing shall be for the complete product/service.

8.23 ASSIGNMENT OF CONTRACT: A contract shall not be assigned or subcontracted by the Offeror in part or whole without the written consent of TPS.

8.24 TERMINATION: Failure to comply with the terms and conditions of this solicitation or to deliver materials, supplies or services identified in the solicitation and contract at the discounts quoted will void the contract award. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, TPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.

TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.

8.25 STANDARDS OF PERFORMANCE: Offeror shall devote, and shall cause all of its staff and any subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the District and to the satisfaction of the District. Offeror shall retain and utilize sufficient staff to assure the most effective and efficient performance of services. Offeror shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the District, so as to assure, among other things, that the Services are performed at a reasonable cost to the District and that Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Offeror acknowledges and accepts a relationship of trust and confidence with the District and agrees to cooperate with the District, and all other persons or entities which may be retained by the District, in performing Services to further the best interests of the District.

8.26 FAVORED NATION: Offeror shall furnish Services to the District at the lowest price that Offeror charges to other similarly situated parties. If Offeror overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the District until the date refund is made. The District has the right to offset any overcharge against any amounts due to Offeror under this or any other agreement between Offeror and the District, and, at the District's sole option, the right to declare Offeror in default under the Contract.

8.27 CONFIDENTIAL INFORMATION. In performance of Services to the District, Offeror may have access to or receive certain information that is not generally known to others ("Confidential Information"). Offeror agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of the Contract without the prior written consent of the District.

8.28 DISSEMINATION OF INFORMATION. Offeror agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the District. Offeror shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Offeror disseminate any information regarding Services without the prior written consent of the District. In the event that Offeror is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or Work Product which may be in Offeror's possession as a result of Services under this Contract, Offeror shall immediately give notice to the District and its General Counsel with the understanding that the District shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Offeror will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Offeror agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Offeror under this Contract.

8.29 OWNERSHIP. All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the District. All of the foregoing items shall be delivered to the District upon demand at any time and in any event, shall be promptly delivered to the District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in Offeror's possession, such items shall be restored or replaced at Offeror's expense. Offeror shall minimize the use of proprietary materials and resources, third party or otherwise, except as agreed to by the District, so that the District may continue using such property beyond any license or subscription terms relevant to the RFP.

8.30 RESERVATION OF RIGHTS: Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

8.31 INSURANCE REQUIREMENTS: By signing and submitting a proposal under this solicitation, Offeror agrees to carry workers' compensation insurance with limits for the employers' liability part of the **workers' compensation policy not less than \$500,000 per category**, at its own expense. Offeror agrees to carry **Commercial General Liability insurance with limits not less than \$1,000,000 combined single limits** for bodily injury and property damage. Offeror further agrees to carry **Commercial Automobile insurance with limits not less than \$1,000,000 combined single limits** for bodily injury and property damage. Offeror agrees to provide District with a certificate of insurance as evidence of the above lines of insurance carried by Offeror which shall include a ten (10) day notice, in writing, to the District in the event of cancellation of such insurance for any reason. This certificate of insurance should also name District as "additional insured" with regard to the Commercial General Liability and Commercial Auto policies, with respect to work performed by Offeror on behalf of District. In addition to such insurance, and not in lieu thereof, Offeror agrees to indemnify and hold District and its agents, employees and officers harmless (including defense costs and without waiving any District rights, protections and immunities of the Governmental Tort Claims Act) against any claim, demand or action arising from or growing out of Offeror's performance of its services hereunder. All insurance coverage will be provided by insurance companies authorized to sell insurance in Oklahoma and provide that the coverage does not waive the District's rights, protections and immunities of the Oklahoma Governmental Tort Claim Act.

8.32 NON-DISCRIMINATION: Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, disability, genetic information, veteran status, marital status, or age. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.

Tulsa Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, disability, genetic information, veteran status, marital status or age in its employment, programs and activities

Attachment A

RFP 19011 – Clay

<u>Product</u>	<u>Boxes</u>	<u>Total Wt. (lbs)</u>	<u>Unit price/lb.</u>	<u>Total Cost</u>
White Clay	408	20,400	_____	_____
Red Clay	100	5,000	_____	_____
Raku Clay	31	1,550	_____	_____
Porcelain Clay	50	2,500	_____	_____
Stoneware	22	1,100	_____	_____
Tool Set	134 each		_____ea	_____
Grand Total:				_____

Lead time ARO: _____

Optional Items:

Slip, White	27 Gallons		_____gal	_____
Slip, Red	6 Gallons		_____gal	_____
Grand Total:				_____

Offeror _____

Attachment B

NON-COLLUSION AFFIDAVIT

Pursuant to Title 74 Oklahoma Statute (1974) SS 85.22-25)

* * * * *

STATE OF _____)
) SS:
COUNTY OF _____)

_____ of lawful age, being first duly sworn,
(Print Name of Contractor or Authorized Agent)
on oath says, that (s)he is the contractor or the agent authorized by the contractor to submit the
attached contract to INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY,
OKLAHOMA. Affiant further states that contractor has not paid, given or donated or agreed to pay,
give or donate to any employee of said School District, or member of its Board of Education, any
money or other thing of value, either directly or indirectly, in the procuring of the attached contract.

Company Name

Signature of Contractor or Authorized Agent

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20_____.

Notary Public

My commission expires:

(SEAL)

Attachment C

REFERENCES

Provide a listing of at least three (3) references, for which the company has provided truckload shipments to within the last three (3) years:

(1) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

Attachment D

VALIDATION

Note: Bids must be manually signed on this form in the space provided below.

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the bid, ever been disqualified, removed, disbarred, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is Yes, please explain the circumstances in the following space:

Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this bid. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the bid are true and correct. If accepted by the District, this bid is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: _____ Minority-owned or _____ Female-owned.

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email