INVITATION TO BID

Date: August 14, 2018

From: **KENAI PENINSULA BOROUGH SCHOOL DISTRICT**
Purchasing Department
139 East Park Avenue
Soldotna, Alaska 99669
(907)714-8876

BID NUMBER: **#103-19**

BID DUE DATE: **4:00 P.M., Alaska Time, September 13, 2018**

CLASSIFICATION: **Can Liners**

DELIVERY DATE: No later than October 11, 2018

DELIVERY POINT: KPBSD Central Receiving Warehouse, 139 East Park Avenue, Soldotna, AK 99669

Prices are to be quoted: **F.O.B. DELIVERY POINT**. **SHIP VIA:** PREPAID BEST METHOD

All bids submitted must remain valid for a period of 60 days (unless otherwise specified). _____

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If you are eligible for KPBSD Local Bidder Preference, you must include the following information:

Kenai Peninsula Borough Sales Tax Account Number: _____

Kenai Peninsula Borough Personal Property Tax Account Number: _____

YOU MUST BE CURRENT IN ALL PAYMENTS OF THE ABOVE.

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FOR BUYER: _____
JACKIE HAEG, Buyer

FOR SELLER: Business Name:_____

Address:_____

_____

Phone Number: _____ Fax Number:_____

Email Address:_____

Signature of Bid Manager:_____

Printed Name of Bid Manager:_____

Date Returned:_____

*** THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION ****

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
139 East Park Avenue
Soldotna, Alaska 99669-7553

INSTRUCTIONS TO BIDDERS

The Kenai Peninsula Borough School District, Purchasing Department (hereinafter also KPBSD or District), invites the submission of Bids to provide Can Liners to the District in accordance with the following Instructions to Bidders.

The District reserves the right to negotiate the terms and conditions of any contract entered into as a result of accepting any bid submitted by the successful Bidder(s).

Any interested party may obtain a copy of the Invitation to Bid from the Kenai Peninsula Borough School District website at www.kpbsd.k12.ak.us or from the Purchasing Department, 139 East Park Avenue, Soldotna, AK 99669, and (907)714-8876.

To be considered for award, one (1) original of the bid must be received by the District Purchasing Department, 139 East Park Avenue, Soldotna, AK, 99669, no later than 4:00 p.m., Alaska Time, September 13, 2018. Each bid must be submitted in a single sealed envelope or package marked on the outside **"Can Liners; Bid #103-19: Due: NLT 4:00 p.m., Alaska Time, September 13, 2018**."

Bids delivered by fax or by electronic means are not acceptable and will not be considered.

GENERAL INSTRUCTIONS AND INFORMATION:

A. NON-DISCRIMINATION

Each bidder, in submitting bids, certifies that if awarded a contract resulting from this bid they as the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The contractor will take affirmative action to insure that applicants/employees are fairly treated. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Bidder, if awarded a contract, warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto and the State of Alaska Occupational Safety & Health Act of 1973 and all amendments thereto. In the event the product sold does not form to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at the seller's option and at the seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

C. COMPLIANCE

Bidder, if awarded a contract, shall comply with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the merchandise. Successful bidder(s) shall certify in the following or substantially equivalent words on the invoice or other appropriate document: "We hereby certify that the goods covered by this invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act as amended, including Section 6 and 12 thereof, and of the regulations and others of the U.S. Department of Labor under Section 14 thereof".

D. BRAND

Unless otherwise specified in the bid document, bidder must bid on the brand names and numbers specified. Brand names and manufacturer's number(s) furnished are the identification of the product required. If indication is made that alternate brands may be considered, complete descriptive literature sufficiently detailed for evaluation must accompany the bid. Failure of the bidder to include complete descriptive literature of alternate brands offered may be cause for rejection of their

bid. The Kenai Peninsula Borough School District reserves the rights to determine what products are equivalent or equal in the event a substitute is considered.

E. EQUIPMENT

All product bid must be new (not remanufacturer or rebuilt.) No gray market product will be accepted. If a brand/manufacturer requires vendors to qualify with them prior to selling their product, the District will purchase only from the vendors that the brand/manufacturer approves as an authorized reseller.

F. PRICING

1. All prices quoted shall be net and must be F.O.B. Soldotna, Alaska, Kenai Peninsula Borough School District Warehouse. Quote unit prices only, unless otherwise specified in the bid document.

2. Minimum quantity or dollar amounts, on certain brands quoted, will not be accepted.

G. CASH DISCOUNTS

All bid prices must be net. Cash discounts quoted for prompt payment of invoices will not be considered as a factor in the awarding of bids.

H. DELIVERY

1. No later than October 11, 2018

2. Vendor may become ineligible for future bids unless all items are delivered within the specified time.

Extenuating circumstances to be given consideration in all above.

3. All deliveries shall be F.O.B. Kenai Peninsula Borough School District Warehouse, 139 E. Park Avenue, Soldotna, Alaska; unless otherwise specified in the bid document.

I. SAMPLES

Samples and/or specification sheets must be furnished at no charge when requested and when bidding brands other than specified or where noted. All articles must be in strict conformance with the quality of the samples submitted and the requirements of the specifications. Samples will not be returned.

J. FEDERAL EXCISE TAXES

The School District is exempt from the Federal Excise taxes. Exemption Certificate will be furnished when required.

K. TERMINATION FOR CAUSE

The District, by written notice to contractor, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment for acceptable services and performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

L. BIDS

1. It is the sole responsibility of the bidder to have its bid received by the District Purchasing Department prior to the time of the scheduled bid due date and time. Bid(s) will be marked with the date and time of receipt. Late Bids shall not be considered and shall be returned to the bidder, unopened and marked with the date and hour of receipt, per School Board Policy, AR 3311, Bids. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a bid not properly addressed and identified.

2. One or more addenda to the Invitation to Bid may be issued by the District after the ITB process is opened. A copy of any addendum issued by the District must be signed by the bidder and submitted along with its bid. While the District will make reasonable efforts to notify bidders of any addenda, it is the sole responsibility of the bidder to

verify whether any addenda have been issued. Bidders should check the District website to ascertain if any addenda have been issued.

3. Bidders should read this Invitation to Bid carefully and review all instructions contained herein. Incomplete or incorrect Bids may be rejected as not conforming to the essential requirements of the ITB.

4. This request implies no obligation on the part of the District. Award of this Invitation to Bid is contingent upon the availability of funds. The District reserves the right to reject any and all bids and to act in the best interest of the Kenai Peninsula Borough School District.

5. No oral interpretation will be given on any part of the ITB documents. Any bidder in doubt as to the true meaning of any part of this ITB may submit a written request for an interpretation thereof. Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the ITB. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Head Buyer, require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective bidders, will be answered by issuing an addendum. Questions must be received by the District Purchasing Department no later than 4:00 p.m. Alaska Time, August 30, 2018. Any addendum resulting from submitted questions will be posted to the District website at least seven (7) days prior to the deadline for ITB submissions. It is the bidder's responsibility to check the website frequently prior to submitting their bid. Questions must reference the bid number and can be delivered as follows:

Re: ITB #103-19, Can Liners

Fax: 907-262-7165

E-mail: jhaeg@kpbsd.k12.ak.us

Mail: Kenai Peninsula Borough School District Purchasing Department
139 E Park Avenue
Soldotna, AK 99669

6. If a bidder fails to notify the District of a discrepancy, defect, ambiguity or other error in the ITB, their bid shall be submitted at the bidder's own risk and should the bidder's submission, in whole or part, be deemed the winning bid, the bidder shall not be entitled to additional compensation or other consideration by reason of the discrepancy, defect, ambiguity or other error, or its later correction or clarification. Protests based on any discrepancy, defect, ambiguity or other error in the solicitation will be disallowed if the fault has not been brought to the attention of the District, in writing, at least ten (10) days prior to the date set for submission of Bids. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.

7. All Bids and Addenda must be manually signed. A bid may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the bid must be clearly shown immediately below the signature.

8. Each bidder understands and agrees that it submits its bid at its own risk and expense and releases the District from any claim for damages or other liability arising out of the Invitation to Bid and award process, including but not limited to: bid preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees)) to the determination of the winning bid and/or rejection of Bids. No obligation of any sort is created nor may liability, financial or otherwise, be asserted against the District, its Board, Board members, employees, agents or insurers as a result of this Invitation to Bid. By submitting a bid, each bidder agrees to be bound in this respect.

9. Bids may be withdrawn on written request delivered to the District Purchasing Department (fax is acceptable) prior to the time specified for submittal. Bids not withdrawn prior to the specified time may not be withdrawn for a period of sixty (60) calendar days after the time for receipt of Bids.

10. All Bids must comply with these instructions.

11. All Bids must be submitted on the forms provided by the District, or if none are included, in accordance with the requirements of the ITB.

12. Bidders must comply with all of the terms of this ITB, and all applicable local, state, and federal laws, codes and regulations. The District may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB and any bid which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.

13. Bidders may not qualify a bid nor restrict the rights of the District. If a bidder does so, the District may determine the bid to be non-responsive and the bid may be rejected. If the District fails to identify or detect supplemental terms or conditions in a bid that conflict with those contained in this ITB or that diminish the District's rights under any award resulting from this ITB, the term(s) or condition(s) will be considered null and void.

14. The District shall have the authority to waive irregularities on any and all Bids, except that timeliness and manual signature requirements shall not be waived, when deemed to be in the best interest of the District.

15. The District reserves the right to reject any or all Bids, consider alternates and waive formalities in ITB procedures as is in the best interest of the Kenai Peninsula Borough School District.

16. The District reserves the right to select final quantities and product based on total cost and cost itemization.

17. The apparent low bidder(s) may be required, if deemed to be in the best interest of the District, to submit written verification of their ability to fill any order(s) subsequent to this ITB in accordance with the specifications and delivery time line established in this bid document, prior to final award.

18. Once the bid has been awarded and subsequent purchase orders have been issued, if the low bidder cannot fill the purchase orders in accordance with the specifications of the ITB, the District may vacate that award, cancel any affected purchase orders, and issue new purchase orders to the next lowest responsible bidder.

M. AGGRIEVED BIDDERS

Appeal Process for Aggrieved Bidders/Proposers for Contract Awards at $25,000 or greater, KPBSD School Board Policy AR 3311, Bids:

Appeal to Superintendent

Any party bidding or submitting a proposal for a contract or purchase order with the District for $25,000 or greater may appeal to the Superintendent in writing, personally received at the District Purchasing office, within three (3) business days of the date of notice of intent to award a contract. The appeal may be hand delivered, by mail, or by facsimile and must comply with the requirements of this section.

Contents of Appeal

A written appeal shall, at minimum, contain the following:

a. The name, address, and telephone number of the interested party filing the appeal;
b. The signature of the interested party or the interested party's authorized representative;
c. identification of the proposed award at issue;
d. A statement of the legal or factual grounds for the appeal;
e. Copies of all relevant documents; and
f. A fee of $300.00 shall be paid to the District and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the Superintendent.

Rejection of appeal

The purchasing officer shall reject an untimely or incomplete appeal or an appeal filed without timely payment of the required fee.

Stay of Award

If a timely and complete appeal is filed with the fee, the award of a contract or purchase order shall be stayed until all administrative remedies have been exhausted, unless the Superintendent determines in writing that award of the contract or purchase order pending resolution of the appeal is in the best interest of the District.

Notice and response

Notice of the stay and appeal shall be delivered to any party who may be adversely affected by the Superintendent's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

Superintendent's decision

The Superintendent shall issue a written decision to the appellant within ten (10) business days of the date that the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided as requested.

N. PUBLIC RECORDS CLAUSE

This Invitation to Bid and the resulting Bids received will be kept confidential until the resulting award has been announced. All the Bids, together with copies of all documents pertaining to the award of this ITB, will be kept by the Purchasing Department and made a part of the record. Following award of the ITB, the Bid record will then become public information.

O. LOCAL PREFERENCE CONDITIONS

School Board Policy AR 3311 states:

KPBSD intends to give preference to local residents, businesses, contractors, producers and dealers to the extent consistent with the law and best interest of the public.

The district purchasing officer shall purchase from the lowest qualified, responsive, and responsible bidder or business. When bids or quotes are within 5% of being equal, preference may be given to local businesses if it is determined by the superintendent to be in the best interest of the district. For the purpose of this policy, a local business is defined as: any business or company having a physical presence in the borough, registered in the borough to collect sales tax, and locally provides the products and services sought. The 5% policy may be applied to all purchases up to $25,000.00.

Note: Local Bidder Preference does not apply where the provisions of an applicable statute, regulation, or grant prohibit local bidder preference.

P. CONTRACTOR'S VIOLATIONS OF TAX ORDINANCES

School Board Policy BP 3311 states:

No contract or purchase order shall be awarded to any individual or business that is found to be in violation of the Kenai Peninsula Borough Code of Ordinances in the several areas of taxation which is not remedied within ten (10) days of notice.

Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) days of notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.

The District will remit any amounts owed by its contractor(s) to the Kenai Peninsula Borough for delinquent Borough taxes against any amount owing to the contractor(s) under a contract between the District and the contractor(s).

Q. RESPONSE REQUIRED

Your response, whether you are bidding or not, is our only indication of interest in District business. To assure continued receipt of Invitations when not bidding, return only the cover sheet with the statement "NO BID" on its face and the name of the firm. Continued failure to do so will result in automatic removal of your firm from the commodity listing selected for this ITB. Failure to respond to three (3) bids/Bids may result in being removed from the District's bid list.

R. AWARD

This bid will be awarded Line by Line.