

Unified School District 234

424 South Main
Fort Scott, KS 66701-2697
www.usd234.org
620-223-0800 Fax 620-223-2760

TED HESSONG
Superintendent



The Board of Education of Unified School District 234, Fort Scott, Kansas will receive sealed bids at the Board of Education Office, 424 South Main, Fort Scott, KS 66701, not later than 1:00 PM, December 3, 2019, for the purpose of purchasing gym equipment for the Fort Scott High School located at 1005 S. Main, also in Fort Scott. Clearly mark **FSHS GYM EQUIPMENT** on the outside of the sealed envelope. The Board of Education reserves the right to reject any or all bids. Bid alternates will be considered during the process.

Bidders are expected to be familiar with terms, conditions, and requirements of the bid document. Questions regarding the items to be bid may be addressed to Gina Shelton, Business Manager, or Jared Martin, Physical Education Teacher. If emailing, please send to both Mrs. Shelton and Mr. Martin. Emails are as follows: gina.shelton@usd234.org and jared.martin@usd234.org. Failure on the part of the successful proposers to do so shall not relieve him/her of the obligations to execute such services in accordance with a later interpretation by the school district.

It is understood that any bid shall meet or exceed current minimum specifications.

This is a combination bid. Quoted prices should reflect deductions for sales taxes from which the Board of Education is exempt. All units to be F.O.B. at the Board of Education, 424 South Main, Fort Scott, KS 66701.

Bids should be clearly marked FSHS GYM EQUIPMENT. Bids should be mailed to:

Attn: Gina L. Shelton, Business Manager
USD 234
424 South Main
Fort Scott, KS 66701

STANDARD TERMS & CONDITIONS
UNIFIED SCHOOL DISTRICT 234

1. *SCOPE: The following terms and conditions shall prevail unless otherwise modified by USD 234 within this bid document. USD 234 reserves the right to reject any bid which takes exception to these terms and conditions. Provide all equipment, material, and labor to construct improvements in accordance with the drawings and technical specifications provided.*

2. *DEFINITIONS AS USED HEREN:*

The term "bid request" means a solicitation of a formal sealed bid.

The term "bid" means the price offered by the bidder.

The term "bidder" means the offerer or vendor.

The term "USD 234" means Unified School District 234.

The term "Board of Education" or "BOE" means the governing body of Unified School District 234.

3. *COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.*
4. *CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid" Do NOT indicate bid prices on literature.*

All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.

5. *ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of USD 234. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. Prior to submission of the bid, all bidders shall make, and shall be deemed to have made a careful examination of the site, the scope of work, the specifications listed and shall have become informed as to the exact location and nature of the proposed work, general existing conditions, and all other matters that may affect the cost and the time of completion of the contract.*
6. *SUBMISSION OF BID: Bids are to be sealed and submitted to the Board of Education, 424 South Main, Fort Scott, KS 66701, prior to the date and time indicated on the cover sheet.*
7. *ADDENDA: All changes in connection with this bid will be issued by the Board of Education in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.*
8. *LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.*
9. *BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by USD 234 within sixty (60) calendar days after the bid opening.*
10. *EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style, and features. Bids on equivalent items of substantially the same quality, style, and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or samples may be required and shall be supplied at no charge to the school district.*
11. *NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies, or equipment offered by a bidder shall be new, unused, or recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.*

12. *WORKMANSHIP & WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to USD 234 by any other clause of this bid reserves the right to request from bidders and separate manufacturer certification of all statements made in the proposal. All construction shall be completed in a first-class workmanlike manner. USD 234 may perform inspection of the site, and the contractor will guarantee all materials and workmanship for a period of one (1) year from the date of completion. The contractor shall have a thoroughly competent supervisor in charge of work at all times during construction. Anyone deemed incapable by District personnel shall be replaced immediately upon request by someone who is satisfactory.*
13. *METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of USD 234. The competency and responsibility of bidders will be considered in awarding contracts. USD 234 does not obligate themselves to accept the lowest bid. USD 234 reserves the right to waive any informality in any or all bids. USD 234 reserves the right to make additions or deletions from the quantity of work to be performed.*
14. *USD 234 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of USD 234.*
15. *The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by USD 234 of a Purchase Order or other contractual document.*
16. *DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges or shipping costs shall be included in the bid price. Must be delivered no later than 120 days after purchase order is issued.*
17. *DAMAGED AND/OR LATE SHIPMENTS: USD 234 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify USD 234 Board of Education office of any late or delayed shipment. USD 234 reserves the right to cancel all or any part of an order if the shipment is not made as promised.*
18. *CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.*
19. *SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.*
20. *TAX EXEMPT: USD 234 is exempt from Federal, State, and local taxes by #KS00EMJWKN. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.*
21. *SAFETY: All practices, materials, supplies, and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State, and/or local safety or environmental codes.*
22. *DISCLAIMER OR LIABILITY: USD 234 will not hold harmless or indemnify any bidder for any liability whatsoever.*

23. *HOLD HARMLESS: The contractor agrees to protect, indemnify, and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.*
24. *LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.*
25. *ANTI-DISCRIMINATION: Clause: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.*
26. *UNCOVERING AND CORRECTION OF WORK: The contractor shall notify the District immediately of any unsuitable conditions found at the project site, whether or not the contractor is liable. Should any defect develop or become apparent during the construction or warranty period due to improper materials, workmanship or arrangement, the same shall be corrected by the contractor, including any adjacent work that might be affected by making such corrections. Corrections shall be made without cost to the USD 234.*
27. *The contractor shall comply with all local, state, and federal regulations and statutes, and shall be licensed to perform work in the State of Kansas.*

SPECIFICATIONS

FSHS Gym Equipment

Minimum specifications are listed below and each bidder must state that requirements have been met. Bidder's specifications must meet or exceed minimum specifications and must be listed in detail to be considered a qualified bid.

1. The equipment should be delivered no later than May 1, 2020. A more specific schedule will be determined with the successful bidder.
2. After installation of the equipment, the immediate area should be cleaned of dust and debris.
3. The undersigned agrees to deliver to the Board of Education a certificate of insurance. The owner will review the coverage to determine if it is adequate. Insurance shall include both liability insurance and workers compensation coverage.
4. After the bid opening and after consultation with the low bidder concerning labor, material, job procedure, and after approval by the Board of Education, a purchase order will be issued, and a job schedule will be determined.
5. Payment will be made upon completion and inspection of all work performed, and upon receipt of a proper invoice.
6. The undersigned hereby declares that he/she has carefully examined the bid documents, has visited the actual location of the work, has consulted his/her sources of supply, has satisfied himself/herself as to all quantities and conditions and understands that in signing this bid, he/she waives all right to plead misunderstanding regarding the same.
7. The owner reserves the right to reject any or all bids, to accept or reject alternate bids and unit prices and to waive any informality or irregularity concerning the bids received as it may be in his/her interest to do so.
8. The undersigned agrees that he/she will give sufficient supervision to the work using this best skill and attention. He/she will carefully study and compare all specification and other instructions and report at once to the owner any error, inconsistency or omission, which he/she may discover.
9. Materials and equipment incorporated into the project are exempt from the payment of sales tax under the laws of the State of Kansas and the bid prices quoted herein do not include any such amounts imposed upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the project.

Contract Time: It is anticipated that the award for the bid will take place at the December 9, 2019 board meeting, followed by a Notice of Award.

BID QUOTATION

Vendor: _____

Address: _____

City/State/Zip: _____

Contact Information: _____

Contact Phone: _____

Contact Email: _____

Bid #1: Equipment

Total Bid \$ _____

Additional Bid #2: Bars

Total Bid \$ _____

Additional Bid #3: Boxes

Total Bid \$ _____

Additional Bid #4: Turf

Total Bid \$ _____

ITEMS	QUANTITY NEEDED	QUANTITY FULFILLED	TOTAL PRICING
Bid #1: Equipment			
Half Rack 3" x 3" 11 Gauge Steel - Numbered Holes - Heavy Duty J Hooks, 2 - Adjustable Safety Catch Arms, Plate, Bar, Seat and Roller Storage, and customizable utility pins	10		
Customized rollers for 5 racks to make them mobile	10		
10' High Bridges to connect mobile racks to make them stable	4		
Multi Grip Chin Up Station	10		
Upper and Lower Band Attachment Set	10		
Dip Station	10		
Deluxe Adjustable Bench with Wheels	10		
Jammer Arms	1 set		
Belt Squat attachment	2		
10' Utility Straps	10		
Utility Seats	10		
Roller Attachments for single leg work	10		
Glute ham rollers	10		
Landmine attachments	10		
45# Bumpers Plates	80		
25# Bumpers Plates	40		
10# Bumpers Plates	40		
5# Iron Plates	40		
2.5# Iron Plates	40		
Medicine Ball Rack(s) to accommodate 30 - 14" Med Balls	1		
10# Kettle Bell	6		
15# Kettle Bell	6		
20# Kettle Bell	6		
25# Kettle Bell	4		
30# Kettle Bell	4		
35# Kettle Bell	4		
40# Kettle Bell	4		
45# Kettle Bell	4		
50# Kettle Bell	4		
55# Kettle Bell	4		
60# Kettle Bell	4		
70# Kettle Bell	4		
Kettle Bell Rack(s) to accommodate Kettle bells above	1		
Dumbbell Rack(s) to accommodate 2 full sets of 5-100# dumbbells	2		
Dumbbell Rack(s) to accommodate 2 sets of 10-35# dumbbells	2		
Dumbbell Rack(s) to accommodate 1 set of 105-125# dumbbell	1		
Installation	1		
Freight	1		

ITEMS	QUANTITY NEEDED	QUANTITY FULFILLED	TOTAL PRICING
Additional Bid #2: Bars			
6' - 15lb alumna-lite bar	6		
Olympic Bars	10		
E-Z Curl Bars	10		
Locking Collars	30 pair		
Installation	1		
Freight	1		
Additional Bid #3: Boxes			
Stackable Plyo Boxes	10		
Installation	1		
Freight	1		
Additional Bid #4: Turf			
Red Turf - 88'X10'	1		
Installation	1		
Freight	1		