

REQUEST FOR BID

**UNIFIED SCHOOL DISTRICT NO. 383
2031 POYNTZ AVENUE
MANHATTAN, KS 66502-5898
www.usd383.org**

DATE: March 18, 2019

Bid No. 1819-Music-1
Sousaphone

Sealed bids addressed to USD 383 Purchasing Department, will be received at 2031 Poyntz Ave., Manhattan, Kansas 66502, until **2:15 P.M., April 8, 2019** at which time the bids will be opened and read aloud. Bid envelope shall be plainly marked:

<p>SEALED BID NO. 1819-Music-1 Sousaphone DO NOT OPEN BEFORE April 8, 2019 2:15 pm</p>
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Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified. The district reserves the right to reject any/or all bids and to accept the bid deemed most advantageous to the Manhattan-Ogden School District and to waive any formalities of bidding.

All bidders whose domicile is located outside the State of Kansas should furnish the school district with a copy of their state's preferential bidding statutes and the applicable percent received by in-state bidders from the state in which the contractor is located.

Carol O'Neil, Purchasing Coordinator
Manhattan-Ogden School District #383

NOTICE TO BIDDERS

Items listed below apply to and become a part of the terms and conditions of this bid unless superseded by any supplemental specifications or conditions enclosed or attached hereto; in which case the attached or enclosed conditions will prevail.

- 1) Inquires or protests concerning this bid must be directed to Carol O'Neil at carolon@usd383.org or 785-587-2000. All concerns, inquiries or protests to specifications need to be addressed in writing before the bid opening. This may delay the bid opening until the matter can be resolved. Protests to the award of the bid need to be made by 5:00 P.M., C.S.T., the Friday following the Board of Education's award.
- 2) Bids should be submitted on the form(s) provided. Bids must be received in the Purchasing Department before the hour and date specified. Late bids will be disqualified and returned unopened. Please include detailed specifications and information on all proposed items. Failure to include information may result in the vendor's bid being considered not meeting the specifications.
- 3) Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or their agent. No bid can be withdrawn after opening time without the approval of the Purchasing Agent.
- 4) It is not the policy of the Manhattan Unified School District No. 383 to purchase on the basis of low bids alone. In evaluating bids submitted; price, service, responsiveness to bid instructions and conditions, and bidder qualifications will be taken into account. The district shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by any required Security or data required by the bidding documents or a bid in any way incomplete or irregular.
- 5) Price quoted should be F.O.B. destination, inside delivery unless otherwise stated in the bid specifications. The bid must clearly state the number of days required to deliver the product to the specified location. Failure to state delivery time obligates the bidder to make delivery in thirty (30) days. Deliveries shall be made during normal school hours unless prior approval has been obtained from the Purchasing Agent.
- 6) The use of brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Bids on items equal to or superior to the above are invited, but bidders must submit complete specifications and descriptive materials in order to have their bids considered. Failure to submit adequate printed documentation with the bid may result in the determination of the bid being incomplete and nonresponsive.
- 7) Please state how long bid prices will remain in effect after bid has been awarded, failure to do so will allow prices to remain in effect until final bid award and contract has been carried out. All bids are approved by the Board of Education. Regular meetings of the Board of Education are held on the first and third Wednesday of

NOTICE TO BIDDERS cont.

each month but may be subject to change. Please allow five (5) business days for processing purchase orders, after the Board of Education has made the award.

- 8) When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education reserves the right, however, to decide upon its suitability for the intended use. Upon request, samples of substitute articles must be submitted.
- 9) Envelopes containing bids must be sealed and marked on the lower left-hand corner with the firm name of the bidder and the bid number.
- 10) A purchase order constitutes the buyer's offer to the seller upon the terms and conditions state herein, and shall become a binding contract on the terms set forth herein when it is accepted either by acknowledgement or performance.
- 11) If the supplier refused or fails to make deliveries of the materials or supplies within the time specified on the face of the request for the bid of the purchase order, the Board of Education may, by written notice, terminate the right of the supplier to proceed with deliveries on such part or parts thereof as to which there has been delay.
- 12) Supplier shall certify and warrant that goods, personal property, channels and equipment sold and delivered are free and clear of any and all liens or claims of liens for materials or services arising under and by virtue of the provisions of General Statutes of Kansas, 1961 Supplement, Sections 5B-201, et. Seq., and any other lien, right or claim of any nature or kind whatsoever.
- 13) All items must be properly packed or crated to insure delivery in good condition, and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
- 14) Rejected items will be held at the seller's risk and expense. No replacement of defective items shall be made by the seller unless agreed to by a Board of Education representative in writing.
- 15) Payment of the seller's invoice is subject to adjustment for any shortage, or for rejection of any item or items.
- 16) All items contained in bid are bid as separate items unless otherwise stated. In case of error in computations or totals, the unit price shall govern.
- 17) Termination: Should the awarded contractor be sold, merged or dissolved at any time during the contracted period, the District shall retain the right to withdraw and cancel any/all contract agreements without recourse from the original contracted entity. In such case, the District may solicit bids for services from eligible firms.

NOTICE TO BIDDERS cont.

- 18) Pursuant to the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the following provisions are made a part of the terms and conditions of U.S.D. #383's contract-purchase orders, except where the contractor, vendor or supplier employs fewer than four (4) employees during the term of the contract-purchase order or whose contracts with this school district cumulatively totals five thousand dollars (\$5,000) or less during the fiscal year of the school district. Acceptance of such contract-purchase orders by the contractor shall constitute agreement to these terms and conditions. Contractor agrees that: (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract-purchase order because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry; (2) In all solicitations or advertisements for employees the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights; (3) If the contractor fails to comply with the manner in which the contractor reports to said commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser; (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser; (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

BID SPECIFICATIONS
BID 1819-Music-1
SOUSAPHONE
DUE: April 8, 2019 AT 2:15 PM

BASE SOUSAPHONE SPECIFICATIONS

MUST BE SILVER PLATED

KEY OF BBb

687" BORE

26" BELL

OVERSIZED BRACES; EXTRA LARGE CAPS AND GUARDS

BASE CASE SPECIFICATIONS

OUTSIDE DIMENSIONS APPROXIAMTELY 33 X 22 X 41 HIGH WITHOUT WHEELS

3/8 INCH HEAVY DUTY PLYWOOD CONSTRUCTION

HEAVY PVC LAMINATE EXTERIOR – ALL ALUMINUM ANGLE AND VALENCE
MACHINE RIVETED

HEAVY DUTY RECESSED MOUNTED HARDWARE – HEAVY DUTY BALL
CORNERS

PROFESSIONAL DIE-CUT GENERIC FOAM INSERT THAT CAN BE CUSTOMIZED
FOR PERSONAL USE – 2 ACCESSORY COMPARTMENTS

HEAVY DUTY 3 INCH CASTERS ON ONE END

PRICING AND DELIVERY SPECIFICATIONS

PLEASE INCLUDE PRICING FOR 1 SOUSAPHONE AND ANY ADDITIONAL
DISCOUNTS IF WE WERE TO BUY MORE THAN 1

PRICES MUST BE GOOD FOR 60 DAYS

MUST BE ABLE TO DELIVER BY JULY 19, 2019

BID RESPONSE SHEET
BID 1819-Music-1
SOUSAPHONE
DUE: April 8, 2019 AT 2:15 PM

We have read all guidelines stated in the notice to bidders and submit this quotation in accordance with stated conditions. **

Authorized Signature _____ Date: _____

Printed name of authorized person above _____

Company representing _____

Address: _____

Questions concerning this quotation may be directed to _____
(Please print or type name)

Telephone number (____) _____, FAX number (____) _____

Email address _____

If State contract vendor, contract # _____

Approximate delivery time A.R.O _____

Model # _____

Make _____

Cost per Sousaphone \$ _____

Discount (if any) for purchasing 2 or more \$ _____

Brand of Case _____

Cost of Case \$ _____

Discount (if any) for purchasing 2 or more \$ _____