

DODGE CITY PUBLIC SCHOOLS / USD 443

Office of Business & Operations

1000 N Second Avenue Room 113 \ Dodge City, KS 67801

Phone: 620-371-1001

Web: www.usd443.org

Issue Date: February 18, 2020

Closing DATE: March 2, 2020 @ 2:00 PM

MULTI-PURPOSE COPY PAPER WHITE 8 ½" x 11" (Qty) 840 CASES

Unified School District No. 443, Ford County, Kansas (District) will receive sealed bids, on the attached bid form at the Purchasing Office, 1000 N. Second Ave., Room 113, Dodge City, KS 67801 until **2:00 PM, March 2nd, 2020** at which time bids received will be publicly opened and read, for furnishing the equipment, as shown below and/or attached hereto; delivered to: Dodge City Public Schools, 1000 N. Second Ave., Dodge City, KS 67801, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below. Please quote all prices F.O.B. 2313 W Wyatt Earp, Dodge City, KS 67801

BID INSTRUCTIONS: FAXED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this invitation to bid. Bidders must specify manufacturer/model number/delivery days, and unit price on each item or bid may be determined to be non-responsive.

- Pricing shall be FOB Dodge City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Dodge City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

Reference Attachment A for further Bid Conditions and Instructions

SPECIFICATIONS/REQUIREMENTS

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model / brand.

Bid is for 840 cases (10 reams per case) of 8 ½" x 11" WHITE PAPER with a delivery date the week of March 23rd, 2020.

- DOMESTIC MILLS ONLY.
- PAPER MUST ARRIVE ON PALLETS STACKED NO HIGHER THAN 8 CASES HIGH.
- CALL AHEAD TO SCHEDULE DELIVERY DATE (620) 471-2105
- DELIVERY MUST BE MADE PRIOR TO 3:00 P.M.
- PLEASE DO NOT PRICE PAPERLINE OR BOISE FIRE WORX BRANDS. THEY DO NOT RUN THROUGH COPIER-WILL JAM.
- PLEASE SEND SAMPLES AND VERIFICATIONS OF BOND PAPER QUALITY.
- PRICES MUST BE GUARANTEED FOR 6 MONTHS.

<u>Item</u>	<u>Description</u>	<u>Color</u>	<u>Qty</u>
1.	8 ½ " x 11" 20 # Multi-Purpose Paper Sheffield Smoothness Range 100-190 Opacity 88%, Brightness 92% Standard Grain: Long	White	840 cases

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Delivery Date: Week of March 23 rd , 2020					
Qty Cases	Reams Per Case	Description	Color	Bid Price Per Case	Total Bid Price
840	10	8 ½ " x 11" 20 # Multi-Purpose Paper Sheffield Smoothness Range 100-190 Opacity 88%, Brightness 92% Standard Grain: Long	White		

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Name of Business: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ATTACHMENT A – USD 443 STANDARD TERMS AND CONDITIONS

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or vendor.
 - d. The term "District" means Unified School District No. 443.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 443.
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 and submitted in or under cover of the enclosed envelope 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 (Number)." 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 the District. 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.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Purchasing Department Office, 1000 N. Second Ave., Room 113, Dodge City, Kansas, 67801, 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 Purchasing Office 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 the District 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 District.
11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of 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. **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 the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
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 the District.
14. The District 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 the District.
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 the District of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The District 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 the District of any late or delayed shipments. The District 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:** The District is exempt from Federal, State and local taxes by KS-95R26L52. 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:** The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **TERMINATION RIGHTS:** The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty(30) days prior written notice to the vendor.
24. **HOLD HARMLESS:** The vendor agrees to protect, defend, 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 vendor 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.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
26. 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.