

Purchasing Department

**Unified School District 500
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104
(913) 551-3200**

The Board of Education, Unified School District No. 500, Kansas City, Kansas, will receive sealed bids on FOOTBALL UNIFORMS for nine Kansas City Kansas Middle Schools no later than June 23, 2011 at 10:00 a.m. in the Purchasing Department Office, Room 370, 2010 N. 59th Street, Kansas City, Kansas, 66104.

Bids should be marked on the outside of the envelope "BID NO.00028 – Football Uniforms."

Mandatory specifications are enclosed. Please return quotations on the enclosed forms and in the attached envelope. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

Please be sure to indicate any items that do not meet the written specifications on the products or services that your firm is offering. Please be advised that samples may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the purchasing procedures or terms and conditions, please contact Robert Young, 2010 N. 59th Street, Room 370, Kansas City, Kansas, telephone (913) 551-3200.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the vendor.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of product please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

Robert Young, CPPO
Director of Purchasing
Unified School District 500

**STANDARD TERMS & CONDITIONS
UNIFIED SCHOOL DISTRICT NO. 500**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 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 offerer or vendor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
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 FO BID:** Each bid is publicly opened and is made part of the public record of U.S.D. 500. 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 Office, Library, Building, 625 Minnesota Avenue, Kansas City, Kansas 66101, 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 U.S.D. 500 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 AR 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 U.S.D. 500 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 U.S.D. 500.
14. U.S.D. 500 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 U.S.D. 500.
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 U.S.D. 500 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:** U.S.D 500 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 U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 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:** U.S.D. 500 is exempt from Federal, State and local taxes by #KSF2LEKBLQ. 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:** U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or 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

23. (cont.) 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.

SCOPE OF WORK

Provide all articles and materials necessary to complete the outfitting of middle school football players in uniforms as called for in the attached description and specifications.

Pricing should include delivery charges to each of the nine middle schools included in this bid. Set-up and numbering or lettering to be placed on the uniform is to be priced separately on the bid sheet.

Any technical questions relating to this bid should be directed to Mr. Robert Young, 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104. Mr. Young can be contacted by phone at (913) 279-2244 or by fax at (913) 551-3253.

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 specifications to receive consideration. Burden of proof of equivalency shall reside with the vendor. The district shall remain the sole and final judge of equivalency.

Listed below are specifications that are **minimum specifications** (the equipment bid must meet or exceed the following – no exceptions). These specifications establish a level of quality and suitability for the uniforms that would be acceptable to the District. Be sure to indicate below with a check or mark yes or no beside each item to determine compliance with the written specifications. Understand that each of nine (9) middle schools ordering uniforms will be responsible for the cost of lettering, numbering and logos.

All bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or example sites may be required prior to award of bid. Pricing is called for on the attached. If a substitute is being made for the name brand called for on the bid sheets, indicate the manufacturer and model of the uniform that your firm is bidding on the same line item.

ITEM : Football Jersey (specifications based on the Russell Custom Uniform "S4293MK" Series Jersey, www.russellathletic.com)

<u>Item</u>	<u>Yes</u>	<u>No</u>	<u>*</u>
Jersey Material is Bright Medium Weight Tricot Mesh	_____	_____	

<u>Item</u>	<u>Yes</u>	<u>No</u>	*
<u>Football Jersey (cont.)</u>			
93CC Cloth Minimum	_____	_____	
Full Length Jersey	_____	_____	
Double Ply Curved Yoke Option	_____	_____	
Yoke Insert Option	_____	_____	
7” Skill Sleeves including Cuffs Option	_____	_____	
1” Two Piece Mitered V-Neck with Bar Tack Option	_____	_____	
1” Cuffs with Elastic Option	_____	_____	
Nylon/Spandex Side/Under Sleeve Panels Option	_____	_____	
½” Applied Strips	_____	_____	
Front Yoke Insert and Front & Back Sleeve Inserts Option	_____	_____	
Bright Medium Weight Tricot Mesh 100% Nylon Body Fabric As Minimum	_____	_____	
Guarantee of no color bleeding	_____	_____	
Two-year standard warranty	_____	_____	
Clean and repair of all uniforms after first season use (no additional charge)	_____	_____	
Color set of uniforms on arrival (no charge)	_____	_____	
Colors availability to include white, black, maroon, scarlet, cardinal red, light gold, dark green, royal blue, navy, purple – standards for body and inserts	_____	_____	
Color chart for uniforms, inserts and accents is attached	_____	_____	

ITEM : Football Jersey

Samples may be required and shall be supplied at no charge to the school district.

This order represents requirements for nine middle schools. Trim colors or basic vest colors may vary for sets of 110 each for each school (55 home color combinations, 55 away color combinations for each school). Exact sizes and colors to be determined at the time of ordering.

Provide Unit Jersey Cost for the Following Sizes – Quantities are estimated

990 each – Jersey – Assorted Sizes _____ Each

Total _____ Total

At what size is extra cost incurred? _____

What is the extra cost? _____

Indicate the manufacturer and model of the jersey being priced above

Indicate cost per number for 1-color 10” and 12” silkscreen full block numbers

Indicate cost per number for 2-color 10” and 12” silkscreen full bock numbers

Indicate earliest date when delivery of uniforms can be completed after approval of numbering and lettering and receipt of the order:

For what period of time can these prices be guaranteed? _____

Is all required documentation attached (YES/NO)? _____

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

BY: _____ DATE: _____

TITLE: _____ FIRM: _____

PHONE: _____

SCOPE OF WORK

Provide all articles and materials necessary to complete the outfitting of middle school football players in uniforms as called for in the attached description and specifications.

Pricing should include delivery charges to each of the nine schools included in this bid. Set-up and numbering, lettering or logos to be placed on the uniform is to be priced separately on the bid sheet.

Any technical questions relating to this bid should be directed to Mr. Robert Young, 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66101. Mr. Young can be contacted by phone at (913) 279-2244 or by fax at (913) 551-3253.

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 specifications to receive consideration. Burden of proof of equivalency shall reside with the vendor. The district shall remain the sole and final judge of equivalency.

Listed below are specifications that are **minimum specifications** (the equipment bid must meet or exceed the following – no exceptions). These specifications establish a level of quality and suitability for the uniforms that would be acceptable to the District. Be sure to indicate below with a check or mark yes or no beside each item to determine compliance with the written specifications. Each school will order 110 each pants of solid color (55 of home pant, 55 of away pant).

All bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or example sites may be required prior to award of bid. Pricing is called for on the attached. If a substitute is being made for the name brand called for on the bid sheets, indicate the manufacturer and model of the uniform that your firm is bidding on the same line item.

ITEM : Football Pants (specifications based on the Russell Custom Uniform “F” Series Pant, www.russellathletic.com)

<u>Item</u>	<u>Yes</u>	<u>No</u>	<u>*</u>
Material to be Heavy Weight Stretch Warp Knit	_____	_____	

Item Yes No *

Football Pants (cont.)

Material – White or Colored Pants 92% Nylon, 8% Spandex _____

Pant Body – Material 62 Cloth Minimum _____

Piping on Sides Option _____

2 ½” Gripper Elastic Waist _____

No Fly Option _____

Double duke two-ply crotch _____

Three panel back _____

Envelope thigh and knee pad pockets _____

All seams safety surged and cover seamed _____

Gathered Elastic Leg Opening _____

Offered in sizes XSM to 4XL _____

Clean and repair of all uniforms after first season use (no additional charge) _____

Color set of uniforms on arrival (no charge) _____

Colors availability to include white, black, maroon, scarlet, cardinal red, light gold, dark green, royal blue, navy, purple – standards for body and inserts _____

Pant is stocked _____

Color chart for pants and accents is attached _____

ITEM : Football Pants

Samples may be required and shall be supplied at no charge to the school district.

This order represents requirements for nine middle schools. All pants must conform to the previously indicated specifications. One hundred ten (fifty-five of one color and fifty-five of a second color) will be ordered for each middle school. Exact sizes and colors to be determined at the time of ordering.

Provide Unit Pant Cost for the Following Sizes – Quantities are estimated

990 each – Pants – Assorted Sizes _____ Each

Total _____ Total

At what size is extra cost incurred? _____

What is the extra cost? _____

Indicate the manufacturer and model of the pants being priced above

Indicate earliest date when delivery of pants can be completed after approval of colors and sizes and receipt of the order:

For what period of time can these prices be guaranteed? _____

Is all required documentation attached (YES/NO)? _____

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

BY: _____ DATE: _____

TITLE: _____ FIRM: _____

PHONE: _____

**ADDENDUM NUMBER 1
BID NUMBER 00028 - FOOTBALL UNIFORMS**

**PURCHASING DEPARTMENT
UNIFIED SCHOOL DISTRICT 500
625 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101
(913) 551-3200**

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

Add to Read As Follows:

The successful bidder will be required to have a representative from their firm meet with either the high school athletic director or varsity football coach at each school to determine and select uniform numbering, lettering, logos and any other ornamentation to be selected and to be paid for the individual schools.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

FIRM: _____