

Section 1.00 - Instructions for Bidders
George Nettels Elementary Parking Repair/Overlay 2023

1. The instructions for bidders, specifications, general conditions, proposal, deviations, and the contract agreement, form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. In order for your bid to be considered it must include the properly executed Bid Proposal Form, Deviation Form, and those other items and/ or attachments as specified in the instructions for bidders. There shall be no exceptions to the foregoing requirement. Bid documents may be obtained from the district website at www.usd250.org under Menu – About – Business Department - Vendor Registration or Current Open Bids.

Bids must be submitted on a duly executed copy of the bid proposal form included with these documents or obtainable at the Board of Education Office, 510 Deill, Pittsburg, KS 66762. Bids must be remitted in a sealed envelope Attention: Misty Russell, USD #250, 510 Deill St - PO Drawer 75, Pittsburg, Kansas, 66762, and labeled “George Nettels Elementary Parking Repair/Overlay 2023”. The bidder's name and address shall also be shown on the envelope and enclosed documents. NO BIDS WILL BE ACCEPTED OVER EMAIL.

2. **Pre-bid Meeting: Wednesday, March 29, 2023, at 11:00 am CST**
 - a. This meeting will be held at the Pittsburg High School parking Lot located at 1978 E. 4th Street, Pittsburg Kansas. We will then meet at the over locations located at Pittsburg Community Middle School and George Nettels Elementary School.
 - b. Sealed Bids Due: **Wednesday, April 19, 2023, 1:00 PM CST** to Bevan Education Center. Recommendation to Board: Monday, April 24, 2023, 6:00 PM CST at Bevan Education Center.
3. Pittsburg Unified School District #250 reserves the right to reject any and all bids. Offers submitted after the above time will be returned to the bidder unopened. Bidders are not required to be present at the opening of bids. The Buyer reserves the right to award the Contract to the Bidder offering the best value, and not necessarily to the firm bidding the lowest price. Right is reserved by the Buyer to accept or reject any or all proposals, and waive informalities therein.
4. All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Contract and Specifications.
5. Bids shall remain open to acceptance and shall be irrevocable for a period of forth-five (45) days after the bid closing date. Each bidder shall state in his proposal his name, place of business, his exact office address, and the name and address of all persons or parties interested with him therein. Anyone signing a proposal as an agent for another must file with the proposal acceptable evidence of his authority to do so. All bidders must submit separate prices on each item being bid upon. All proposals shall be delivered/executed only after the issuance of a Purchase Order, which will be issued by the Buyer as soon as possible after the contract is awarded by a motion of the school board. Contract decision is scheduled to take place Monday,

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April 24, 2023 at the Board of Education meeting at 6:00 PM CST located at the Bevan Education Center, 510 Deill, Pittsburg, Kansas.

6. The use of a name of an item, material, product, special brand or make, in describing any item herein, does not restrict bidders to that particular item, unless otherwise stipulated. This means being used simply to indicate the quality, cost, tailoring and workmanship of the article desired or acceptable; however, the goods and processes on which proposals are submitted must, in all cases, be equal or better in quality. Each and every deviation from the Specifications or the General Conditions must be itemized on the Deviations Form. In the event there are no deviations from either the Specifications or the General Conditions, an entry must be made on the Deviations Form stating "no deviations". The Deviations Form is an integral and required part of the official bid of each company.
7. To obviate the constant repetition of the phrase, "or equal, or higher quality, or of higher cost," it is hereby stipulated that such phrase is to be completely understood to be applicable to all stipulated particulars, except in those cases wherein it is specified that certain items, processes, etc., are not desired or acceptable to the Buyer. When comparing vendors' samples with these specifications, we intend to use the construction features contained herein. When there are no notations on the Deviations Form, it will be understood that the Bidder is offering to furnish any items, processes, etc., and all item, processes, etc., in strict compliance with the Specifications and General Conditions. Statements or communications which serve to qualify any proposal shall void such detail, information, and accompanying specifications. Deviations are not intended.
8. Delivery of the product/service under this contract may begin May 20, 2023 and shall be completed no later than August 1, 2023. The time of completion is an essential part of this contract since the Owner will suffer additional expense for financing and administering the work if the work is not complete within the time limit specified above. Therefore, the Contractor shall reimburse the Owner for the said additional expense at the rate of FIVE-HUNDRED DOLLARS (\$500.00) per day for each additional day in the event the work to be performed or the product delivery under this contract is not completed within the specified time. The time herein above fixed for the completion of the contract shall be extended only upon written application by the Contractor requesting such extension. Said written application shall fully explain the necessity for the requested increase of time. Such extensions will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the Contractor has no control. The decision of the Superintendent of Schools regarding such extension shall be final and binding upon both parties.
9. If the Contractor should enter into a supplemental contract, with the Pittsburg USD #250 Board of Education, for additional work of a similar nature such supplemental contract will not affect the specified time of completion of the work required by this contract.
10. Any bid, which stipulates the work, will be performed or product delivered in a greater period of time than specified in the Instructions for Bidders, will be deemed irregular and such bidder will

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be deemed ineligible to receive the award of the contract. Liquidated Damages for Delay. If the product is not completed within the time stipulated including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Pittsburg USD 250 Board of Education, as fixed, agreed and liquidated damages (it being impossible to determine the actual damage occasioned by the delay) for each calendar day of delay, until the work is completed, the amount set forth above hereof, and the Contractor and his sureties shall be liable to the Pittsburg USD 250 Board of Education for the amount thereof.

11. Before the award of the contract, the successful bidder will be required to satisfy the Pittsburg USD #250 Board of Education as to their experience and competence to construct the product as to their integrity and reliability to carry out the provisions of proposal. A list of references and contact information should be included with the bid proposal.
12. The bidder shall base their bid on supplying the equipment complying fully with the specifications. In the event they name in their bid of equipment product that does not conform, they will be responsible for furnishing a deviation form of that product to verify equivalent product quality. When submitting a substitute product as equal, the full name and illustrated description must be given at the time of the bid as well as a clear statement of all deviations from the product specified. Failure to do so will result in the rejection of your bid. If the supplier refuses or fails to make deliveries and installation of the materials, supplies or work as specified within the time specified in "Instruction for Bidders", Pittsburg, USD #250 Board of Education may, by written notice, terminate the right of the supplier to proceed with deliveries on such products thereof as to which there has been a delay.
13. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the Chief Operations Officer, Tom Stegman a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner and/or Superintendent of Schools and/or Chief Operations Officer will not be responsible for any other explanations or interpretations of the proposed documents.
14. Deliveries will not be accepted on site by Pittsburg USD #250 employees. Supplier must take delivery on site. Site location for delivery will be at George Nettels Elementary School, 2012 S. Homer Street, Pittsburg, KS 66762, no earlier than May 20, 2023 unless prior authorization has been received from Superintendent, or Chief Operations Officer.
 - 1) All items furnished must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time within ninety (90) days after delivery. If a substitution is made, it will be the decision of Pittsburg USD #250 to determine if it is of equal quality. Items furnished must be

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manufactured in compliance with all existing legal or governmental directives. All items must be properly packed or crated to insure delivery is in good condition.

- 2) Rejected products will be held at the Supplier's risk and expense. No replacement of defective products shall be made by the Supplier unless agreed to by a Board of Education representative in writing.
- 3) Manufacturer/Labor Warranty: All products, equipment and installation thereof listed in the specifications must carry the manufacturer's standard warranty provided by the Supplier.
- 4) Payment of Kansas Sales Tax or Compensating (USE) Tax is not necessary and should not be included in the unit price bid for equipment specified. A tax exemption document will be provided at the time of the purchase order and contract agreement as well as a project exemption certificate once a contract is awarded.
- 5) Questions regarding this bid invitation and any documents enclosed herein shall be directed to the Chief Operations Officer, Tom Stegman (620) 235-3100, tstegman@usd250.org.