

Section 8 / Part 39

Effective Date: February 1, 1991

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## **Request for Prices Form**

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## GENERAL CONDITIONS

1. **ACCEPTANCE OR REJECTION AND AWARD OF BIDS:** The State of Kansas, Department of Social and Rehabilitation Services, Purchasing, hereinafter referred to as SRS, reserves the right to accept or reject any or all bids or parts of bids, to waive any informality or technicality in bids, and unless, otherwise specified, to accept item in bid. In case of error in extension of prices or other errors in calculation, the unit price shall govern. Award will be made to the lowest responsible bidder complying with conditions and specifications of the invitation to bid.
2. **F.O.B. POINT:** Unless otherwise specified, all bids will be F.O.B. destination. This term shall mean delivered to a state agency's receiving dock or other designated point as specified in the request for bids.
3. **TAX:** Bid prices should not include federal excise tax, state sales tax, or transportation tax.
4. **DEFAULT:** Any vendor who defaults on delivery as defined in the proposal form may, at discretion of SRS, be barred from bidding for a period to be determined by SRS.
5. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies, or equipment offered by a bidder shall be new, unused, or of recent manufacture, first class in every respect, and suitable for their intended purpose; also, all equipment shall be assembled and fully serviced, ready for operation when delivered.
6. **INSPECTION:** SRS reserves the right to reject, upon arrival at destination, any items which do not conform with specifications under which they were purchased. Sampling and inspection may be made on items at source of supply, suppliers may ask for an inspection of goods at point of manufacture; however, such inspection will be made for convenience of the supplier, and SRS reserves a right for final acceptance or rejection at point of delivery.
7. **PATENTS:** The seller shall protect SRS from any and all damage or liability arising from alleged infringements of patents.
8. **COMPLIANCE WITH KANSAS ACT AGAINST DISCRIMINATION:** All bidders must agree and covenant as a condition of contract that they will comply, if required by law, with provisions of K.S.A. 44-1030, *et seq.*, and will observe provisions of the Kansas Act against discrimination.
9. **LIABILITY:** All bidders should be aware that neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
10. **Public Records:** A complete public record file of each bid transaction is maintained for at least five (5) years by SRS. After a bid is awarded and filed, the file is available for review by interested parties during regular business hours.

## INSTRUCTIONS TO BIDDERS

1. **PROPOSAL FORMS OR REQUEST FOR QUOTATION:** Bids should be submitted only on forms provided by SRS. These forms will be supplied in duplicate, one of which is for the bidder's file. The bid must be received in the SRS purchasing office not later than the date and time scheduled for closing of bids.
2. **EQUIVALENT BIDS:** When brand names or trade names and model numbers followed by the words "or equivalent" or "or approved equal" 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. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the units and provide for competitive evaluation.
3. **ACCEPTANCE OF BIDS:** Bids are invited on the basis that acceptance of the offer to furnish articles as described in the invitation shall constitute a contract between the bidder and SRS which will bind bidder to furnish and deliver articles for which the offer is accepted. If specifications and contents of the proposal cannot be complied with, a bidder may elect not to bid.
4. **SAMPLES:** Samples of items, when required, must be furnished at no expense to SRS, and, if not destroyed in the evaluation or testing process, will be returned at bidder's expense, if requested.
5. **UNIT PRICES:** Prices must be stated in units of quantify specified.
6. **DISCOUNTS:** All offered discounts will be considered in determining the low bid and taken if payment is made within sixty (60) days. Discount periods begin on the date of delivery and acceptance or receipt of proper invoice by the receiving agency, whichever is later.
7. **PREPARATION OF BID:** Each bid must be legible and properly signed. Prices are to be entered in spaces provided on the bid forms. Mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals, the unit price will govern.
8. **SIGNATURE OF BIDS:** Each bid must give the complete mailing address of bidder and be signed by him with his legal signature. Bids by partnerships must be signed by one of the members of the partnership or by an authorized representative. Bids by corporations must be signed in the name of the corporation followed by signature and title of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should be typed or printed below the signature.
9. **MARKING AND MAILING BIDS:** Bids must be securely sealed in envelopes provided or other suitable envelopes addressed and marked on the outside as required by the invitation, including name and address of bidder, quotation number, and closing date. Telegraphic or telephone bids are not acceptable unless specifically provided for in the invitation to bid.
10. **TIME FOR RECEIVING BIDS:** All bidding will close promptly at 2:00 PM central standard or daylight savings time, whichever is in effect at Topeka, Kansas, or other designated bid opening site on the date specified in the invitation to bid. Formal bids received prior to time of closing will be securely kept, unopened until closing time. SRS will accept no responsibility for prematurely opening a bid not properly identified on the outside of the envelope as requested.
11. **MODIFICATION OF BIDS:** Telegraphic or written modifications of bids already submitted will be accepted by SRS if received prior to the date and hour scheduled for closing of bids.
12. **WITHDRAWAL OF BIDS:** A bid may be withdrawn on written, telegraphic, or personal request received from a properly identified bidder prior to the date and hour scheduled for closing of bids.
13. **BIDDERS PRESENT:** At the date and hour scheduled for closing, bid prices will be made public for information of interested bidders who may be present either in person or by representative. Such information is not to be construed as meaning low bidder has met all specifications as set out in invitation to bid.
14. **CAUSE FOR BID REJECTION:** Any bid may be rejected for justifiable reason, including but not limited to the following:
  - A. Failure of bidder to sign bid form
  - B. Irregularities of any kind
  - C. Alteration of bid form
  - D. Obvious errors on part of the bidder
  - E. Failure to furnish requested pricing or other information
  - F. Submission of a late bid
  - G. Offering of alternates not called for in the invitation to bid
  - H. Failure to comply with F.O.B. requirements
15. **NOTICE OF AWARD:** Depending upon the type of purchase transaction, SRS issues either a purchase order or a contract to successful bidders.
16. **CHANGES:** Changes in any request for quotation, purchase order, or contract may be made only upon written approval from SRS.
17. **INVOICES AND PAYMENTS:** After furnishing acceptable goods or services, vendors may obtain payment by presenting invoices to SRS.

THIS BID MAY BE REMOVED FROM FILE FIVE (5) YEARS AFTER BID CLOSING DATE.