

March 28, 2025

TO: All Prospective Vendors

SUBJECT: Bid for “Fall/Winter/Spring Sports Equipment”

Your company is requested to bid on the Upper Merion Area High School and Middle School Winter/Fall/Spring Sports Equipment for delivery to the Upper Merion Area School District, King of Prussia, PA. The bid procedure, delivery, quantity, specifications and other pertinent information is shown on the attached bid documents.

Formal bids are to be submitted in strict accordance with the bid documents and in a sealed envelope marked: “**BID PROPOSAL FOR FALL/WINTER/SPRING SPORTS EQUIPMENT**” at the time and place noted below:

1. PLACE:

Upper Merion Area School District
Administration Building
435 Crossfield Road
King of Prussia, Pennsylvania 19406
ATTN: Purchasing Department

2. TIME: April 16, 2025 11:00 AM

The due date for proposals under this bid is no later than **11:00 AM on Wednesday, April 16, 2025**, at which time they will be publicly opened.

Any questions concerning the enclosed bid documents should be directed to me via e-mail at mkeeley@umasd.org. Thank you for your interest in this bid.

Sincerely,

Michael Keeley
Business Administrator

**UPPER MERION AREA SCHOOL DISTRICT
FALL/WINTER/SPRING SPORTS EQUIPMENT BID**

LIST OF ENCLOSURES

- General Instructions and Conditions for Bidding
- Supplementary Terms and Conditions
- Non-Collusion Affidavit
- Vendor Specification (separate electronic file)
- Logo Detail (separate electronic file)
- Logo Attachments (separate electronic file)

**UPPER MERION AREA SCHOOL DISTRICT
FALL/WINTER/SPRING SPORTS EQUIPMENT BID**

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDING

BIDDING PREPARATION:

Bids will be received by the Board of School Directors of the Upper Merion Area School District, King of Prussia, Pennsylvania, at the office of the Business Administrator, Administration Building, 435 Crossfield Road, King of Prussia, PA 19406, until the day and hour set forth in the invitation to bid.

Each bidder shall familiarize him/herself with the following instructions, specifications, and related contract documents and will be held responsible for full compliance with all requirements.

One completed set shall be returned as the bid. Only bids submitted on the forms provided will be considered. Changes and/or alterations to the forms or its contents are not permitted. All bids must be typed or printed in ink, signed by a duly authorized representative of the bidder and submitted in a sealed envelope plainly marked with the title of "Bid Proposal for Fall/Winter/Spring Sports Equipment."

TYPE OF PURCHASE ORDER:

The School District contemplates award of a firm-fixed unit price purchase order resulting from this bid. The School District reserves the right to issue multiple awards for items within this bid.

BID ACCEPTANCE/REJECTION:

The Board of School Directors reserves the right to accept or reject any or all bids or any portion thereof and to waive any informalities permitted by law.

BID WITHDRAWAL / FIRM PRICING:

Bids must remain firm for a period of ninety (90) days from the date of bid opening after which they may be withdrawn at the option of the bidder.

PERFORMANCE GUARANTEE:

As a guarantee that the bidder will enter into a contract with the School District if his/her proposal, in whole or in part, is accepted, each bid submitted must be accompanied by a bid bond, certified check, cashier's check, or treasurer's check in an amount equal to 10% of the total amount bid. **NO OTHER FORM OF BID SECURITY WILL BE ACCEPTED.**

Bonds/checks will be returned to unsuccessful bidders after contracts have been awarded. Upon successful completion of the contract, the bond/check will be returned to the successful bidder.

Should the successful bidder fail to execute the contract in the manner and within the time specified (See Supplementary Terms and Conditions), the School District has the right to retain such bond/check as liquidated damages. Please note the delivery date requirements noted within the Vendor Specifications section of this bid.

DEFAULT/RECOURSE:

In the event the successful bidder fails or refuses to furnish and deliver said articles, or any part thereof as provided in these specifications or to replace any which are rejected, then the Board of School Directors is authorized to purchase the article(s) in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract, reserving to itself nevertheless all rights for damages which may be incurred by the School District.

EVIDENCE OF RESPONSIBILITY:

Upon request, bidders must be able to furnish information, in writing, that they maintain a permanent place of business; have adequate equipment, finances, and personnel; and are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish.

ALTERNATES:

Where the invitation to bid describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted unless otherwise stated. Where the invitation to bid specifies an article by name and the bidder intends to furnish another article which he considers equal thereto in every such instance, the name, grade, catalog cuts and/or samples of the equivalent must be specified or provided in the bid, otherwise no substitutions will be allowed.

SAMPLES:

Samples are required when specifically requested on the bid form or when alternates are offered. When submission of samples of alternates would prove to be impractical because of size, weight, value, and the like, catalog cuts will be accepted in lieu of actual samples. All samples and catalog cuts must be clearly identified, cross referenced with the bid item number and be received at or before the bid opening. The inability of the School District to immediately identify and evaluate an item because of the lack of samples or catalog cuts will be cause for rejection of that item.

Samples provided shall be removed at bidder's expense within sixty (60) days after bids are awarded after which they will be considered abandoned property. The School District shall not be responsible for any samples used or damaged in the examination process.

SPECIFICATIONS:

Each bidder agrees and guarantees that the items offered conform to the specifications listed and that the final determination of whether or not they do, rests solely with the Board of School Directors.

PRICES:

Bidder must list both unit and total prices. Prices must be submitted in the same unit of measure as specified. Prices are not to be fractional. Should any discrepancy exist between the unit and total price, the unit price shall prevail.

All prices quoted must be net, delivered prices with all discounts included. The School District is **exempt from federal excise and state sales taxes**. Exemption certificates will be furnished upon request.

DELIVERIES:

All shipping containers must be plainly marked with the names of the shipper and consignee, and include our purchase order number. A packing list must accompany each delivery.

Unless indicated otherwise, all items are to be delivered to the School District's Central Warehouse located at 200 Anderson Road, King of Prussia, PA 19406 between the hours of 9:00 AM and 2:30 PM, Monday through Friday, except holidays.

INVOICING:

Separate invoices must be submitted for each delivery and must be completely itemized. Invoices must be in duplicate and show the purchase order number and serial numbers for the items purchased.

PRODUCT ACCEPTANCE/REJECTION

The Board of School Directors reserves the right to reject any article offered or furnished which, in its opinion, is not strict compliance with the specifications stated herein. Neither acceptance of delivery nor payment of invoice shall be constructed as acceptance of product.

AWARDS:

The bidder agrees that the Board of School Directors may make its award for one, more than one, or for all of the articles set forth in these specifications. The Board also reserves the right to make the award which is, in its opinion in the best interest of the School District, to increase/decrease the quantities listed herein and, to waive any defects in the bid which it deems as not material.

The bidder agrees that the obligations of the bidder are not assignable, nor capable of being fulfilled by anyone other than the bidder unless written permission is received from the Board of School Directors.

All conditions set forth in the bid proposal become an integral part of the contract awarded. **The anticipated award date is Monday, May 5, 2025.**

TERMS AND CONDITIONS:

Except for establishing an acceptable minimum order amount or standard packaging, the bidder shall not include any other terms and conditions which are contrary to the bidding instructions and conditions as established by the school district.

BIDDER'S OBLIGATION:

You are expected to fulfill your contract in its entirety. If the manufacturer discontinues an item you offered, you are still obligated to provide the district with another item of equal or superior quality at the original price quoted. Prior approval by the School District is required.

**UPPER MERION AREA SCHOOL DISTRICT
FALL/WINTER/SPRING SPORTS EQUIPMENT BID**

SUPPLIMENTARY TERMS AND CONDITIONS

DELIVERY SCHEDULE / BACKORDERS:

This equipment requires delivery no later than August 18, 2025. All equipment must be delivered by that time otherwise the vendor will be obligated to forfeit all, or a portion of, their bid security. Within 10 days of receipt of a purchase order, the bidder must also notify the school district of any discontinued or backordered item and provide an estimated time of delivery for all backordered items, if beyond October 31, 2025.

AWARD DATE: Purchase orders are likely to be issued on or about May 12, 2025.

LOGOS:

This bid package contains a list of specific logos for items that will require personalization with School District lettering and mascot details. The application, i.e. screen printing, embroidery, or sewing will be specified within the line item description or on the logo detail pages of the bid. This information is for bid purposes only.

Upon award, selected vendors will be required to confirm the correct colors, sizes, and logos with the School District by providing “proofs” or samples of the intended logo that will be applied to the specified product. If required, samples will be available for vendor to reference.

SIZES:

A number of the products specified within this bid are uniforms for the specified sports. Each line item contains a total quantity for that particular product. The total quantity is a calculated sum of various sizes required. It is the vendor’s responsibility to be aware of the various sizes that may be required to fulfill the order given.

NUMBERING:

A number of the products specified within this bid are uniforms for the specified sports. Each line item contains a total quantity for that particular product. The products that require numbering will specify this requirement and the specific set of numerals that will be required. “Proofs” or samples of the intended numbers which will be applied to the specified product will also be required. Samples will be available for vendor to reference.

WARRANTY PERIOD:

Items being ordered now may not be put to use until a later date. For this reason the School District reserves the right to complete returns for credit or replacement of any item, found to be defective upon its initial use, any time during the 2025-26 school year.

CATALOGS: If bidder’s company has a preprinted catalog or a website address that can be used to reference product skews, please submit a copy of the catalog or the proper information along with your bid. Catalogs will be used for future reference in day-to-day operations after the bid has been completed.

QUALITY: The minimum acceptable level of quality has already been established and is so specified in each item description. Please do not offer inferior products as equals to the standards listed.

NO SUBSTITUTE: Items designated as ****NO SUBSTITUTE**** within the Equipment Specifications / Pricing Schedule will require bidder to propose that specific make/model/part. In this case, bids that are submitted as an alternate will not be considered as relating to that specific line item.

ALTERNATES: The bidding protocol allows for alternates, which the bidder considers equal in all respects to those products specified. Alternates must be listed next to item on the bid sheets. Samples and/or specifications, if required, must also be submitted along with your bid in order to be considered.

VENDOR STOCK NUMBERS: When vendor lists a stock number without making any other change to the product description, it will be assumed that the vendor's stock number corresponds exactly to the item we have specified.

UNAUTHORIZED SUBSTITUTES: Vendor shall not deliver any product different than what appears in this Bid Proposal and on the School District purchase order unless prior written consent has been received from the School District

CONCURRENCE

The undersigned bidder hereby certifies to having read all General Instructions and Terms and Conditions as set forth herein and agrees to comply with the same, without exception.

NAME OF BIDDER

ADDRESS

AUTHORIZED SIGNATURE

TITLE

CONTACT PERSON

TELEPHONE NUMBER FAX NUMBER

Fall/Winter/Spring Sports Equipment Bid

BY ORDER OF: Board of School Directors
Upper Merion Area School District
King of Prussia, PA

* Bid Bond, Certified Check, Cashier's Check, or Treasurer's Check in an amount equal to 10% of the total amount bid must accompany bid proposal. **NO OTHER FORM OF BID SECURITY WILL BE ACCEPTED.**

**UPPER MERION AREA SCHOOL DISTRICT
FALL/WINTER/SPRING SPORTS EQUIPMENT BID**

NON-COLLUSION AFFIDAVIT

Contract Number/Bid Name: _____

State of _____:

:s.s.

County of _____:

I state that I am _____ of
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid:

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firms is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firms or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates.
(Name of my Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state _____ understands and acknowledges
(Name of Firm)

that the above representations are material and important, and will be
relied on by _____ in awarding the contract(s) for which this bid
(Name of public entity)
is submitted. I understand and my firm understands that any misstatement in this affidavit is and
shall be treated as fraudulent concealment from _____
(Name of public entity)
of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS __ DAY
OF _____, 2025

Notary Public

My commission Expires: