Maize USD 266
Cooling Tower Media Replacement

January 28th, 2026

Maize USD 266 is requesting bids for replacement of cooling tower media fill at Maize High School and Pray Woodman Elementary. The term “lowest responsible bidder” is defined as allowing the school district to choose between the kinds of materials, goods, or services subject to bid. The school district may consider such factors as labor costs, service, availability of materials and supplies, maintenance costs, and experience of vendor on previous similar projects. The school district may also determine any differences or variation in quality or character of the materials, goods, or services being bid.

The item(s) contained in this bid shall conform to all standards including warning labels and safety devices, guards, and equipment required to meet the safety standards established by any jurisdiction recognized by industry safety councils or organizations to establish safety standards.

K.S.A. 75-3740(g) (The State Preferential Bid Law) may be applied against all vendors who are domiciled outside of the State of Kansas, and whose state has preferential bidding statute.

Please return this bid in a sealed envelope, with the name of the bidder and marked “**Cooling Tower Media Replacement**” on the lower left-hand corner. Return the bid, the attached summary sheet no later than **11:00 am on February 4th 2026** to:

Maize USD #266
Attn: Darin Augustine
905 W Academy Ave
Maize, KS 67101

STANDARD CONDITIONS

1. **Maize USD 266 reserves the right to reject any item(s) in the bid and to waive any informality in bidding. Contracts entered into on the basis of submitted bids are revocable if contrary to law.**

2. Bids of an incomplete nature, or subject to multiple interpretations may, at the option of the School District, be rejected as irregular.

3. If applicable, each bid item must show unit price and extension. In case of error, unit prices will govern. Alternate bids, and/or bids based on group or total awards may be considered.

4. The district will consider all products that are deemed equal.

5. Deliveries are to be F.O.B. to the stated location. Shipping and delivery charges will not be separate from the bid amount.

6. Certain bids, because of unique factors, may not be covered by standard conditions. Alternate or special conditions will take precedence over any standard condition previously stated.

7. Per K.S.A. 60-1111, Public Works Bonds will be required per Kansas law for bids in excess of $100,000. (Construction Project Only)

8. A performance bond is required for any bid in excess of $40,000. (Construction project only)

9. A bid bond of 5% of the bid total will be required on any bid in excess of $20,000. Bond may be in the form of a cashier's check or money order in lieu of actual bond (Construction Projects Only).

10. Vendor(s) shall be in compliance with all federal, state and local laws, ordinances, and regulations.

11. A valid federal tax identification number must be provided before any purchase order can be issued.

12. A purchase order constitutes the buyer's offer to the seller upon the terms and conditions stated herein, and shall become a binding contract on the terms set forth when it is accepted, either by acknowledgement or performance.

13. If the vendor fails to make deliveries or initiate performance within the time specified on the request for bid or the purchase order, USD 266 may, by written notice, terminate the right of the vendor to proceed with deliveries or performance.

14. Vendor shall certify that all supplies or equipment sold and delivered to the district are free and clear of any and all liens or claims or liens arising under and by virtue of the provisions of the General Statutes of Kansas, 1961 Supplement, Sections 58-201, et. seq., and any other lien, right or claim of any kind.

15. All items sold and delivered to the district shall be free from defects in material and workmanship, and shall be subject to our inspection and approval at any time within thirty days after delivery. Rejected items shall be held at the seller's risk and expense. No replacement of defective items shall be made by the seller unless agreed to by a USD 266 authorized representative and such agreement shall be in writing.

16. The successful bidder shall not be allowed any extra compensation by reason of any matter or thing concerning which the bidder might have fully informed themselves because of their failure to do so prior to the bidding. The successful bidder must employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interferences with any other contractors and/or District operations.

17. Each bid shall be signed by the person making the bid, along with the firm name, mailing address and telephone number. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope shall be sealed and plainly marked as a bid for this particular project.

18. The vendor agrees to require the following sections in all contracts:
    a. A requirement to observe the provisions of the Kansas Act Against Discrimination;
    b. A requirement that all solicitations or advertisements for employees shall include the phrase “Equal Opportunity Employer”;
    c. A requirement to comply with the proper reporting procedures to the Kansas Commission on Civil Rights, in accordance with the provisions of K.S.A. 1976 Supp. 44-1030;
    d. A requirement that should the vendor be found guilty of a violation of the Kansas Act Against Discrimination; such violation shall deem any contract with USD 266 to have been breached.

General Contractual Requirements

1. Prices quoted shall include all costs for labor, equipment, supplies, shipping and material charges to complete the work and/or deliver the materials at the location indicated and as requested by the Assistant Superintendent.

2. **Faxed/emailed bids will not be accepted.**

3. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such a product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned except as noted.

4. Maize USD 266, a governmental subdivision, is exempt from payment of Federal Excise Tax and State Sales Tax. Tax exemption information will be furnished upon request.

5. In case of default by the Contractor, the District will procure the services herein specified from other sources and hold the Contractor responsible for any excess cost occasional thereby.

6. Failure to perform as guaranteed, or any other default by the Contractor, may result in disqualification of the Contractor from future bidding.

7. Should bidder take exception to any terms, conditions, or specification; stated therein, such exception must be noted IN WRITING within your bid submittal and an alternate stated. Failure to do so will result in the assumption and requirement of compliance with said terms, conditions, and specifications as stated.

8. Failure to provide any requested information may result in the rejection of your bid.

9. Contractor will provide a one (1) year warranty of workmanship from the date of completion in addition to any manufacturer warranty.

HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, the contractor shall indemnify and hold harmless the District, its Board of Education, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act of failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by the Contractor or its subcontractor may be liable, in connection with providing these services.

Maize High School

- 2 Marley Towers. Model numbers MDL QF23101
- Scope: Replacement cooling fill and supports in towers 1 & 2
- Remove existing fill media, hangers and supports from both cells.
- Clean up loose debris in basin, seal exposed seams
- Install new fill media and supports
- Perform start up on cooling towers, inspect for leaks and return to full service.
- Alternate price to include pit basin cleaning at the same time as media fill replacement takes place.

Pray Woodman

- 1 Marley tower, Model numbers MDL QF22102
- Scope: Replacement cooling fill and supports in towers 1 & 2
- Remove existing fill media, hangers and supports from both cells.
- Clean up loose debris in basin, seal exposed seams
- Install new fill media and supports
- Perform start up on cooling towers, inspect for leaks and return to full service.
- Alternate price to include pit basin cleaning at the same time as media fill replacement takes place.

- Work to take place in July 2026

If you have any questions, please contact Dane Rodriguez or Darin Augustine
Email: drodriguez@usd266.com or daugustine@usd266.com 316-729-4781

Sincerely,

Darin Augustine

Executive Director of Operations
Maize USD 266

Maize Unified School District #266

Summary Form

Please list and attach any alternate or differences from your base specifications.

Total Bid Proposal MHS $_____

Total Bid Proposal PWS $ _____

Alternate pit cleaning MHS $ _____

Alternate pit cleaning PWS $ _____

Please return any bid along with this Bid Summary and area references by 11:00 am on February 4th 2026

Maize USD #266
Attn: Darin Augustine
905 W Academy Ave
Maize, KS 67101

Maize USD #266 reserves the right to accept or reject any and all bids.

Company Name: _____

Agent Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Authorized Signature _____

Title: _____

Date: _____