



UNIFIED SCHOOL DISTRICT NO. 500

RFP 22-028

**Request for Proposals – Design Build Services
Sumner Academy
Athletic Field Improvements**

Schedule*

Request for Proposals Issued:December 20, 2022
Pre-Bid Conference/Site Visit:January 3, 2023
Deadline for Firms to Submit Questions:January 11, 2023 @ 1:00 PM
District to Respond to Questions:January 13, 2023, 2022
Deadline for Submittal of Responses:January 17, 2022 @ 11:00 AM

*Subject to change

SECTION 1 – BACKGROUND

1.1 General

Unified School District No. 500 ("District") is an urban public school district located in Wyandotte County, Kansas, with an enrollment of approximately 20,000 students in twenty-eight (28) elementary schools, seven (7) middle schools, and five (5) high schools. An additional number of students participate in alternative schools and adult education classes.

The Board of Education of the Kansas City Kansas Public Schools (District) is accepting written proposals from qualified firms to provide Design build architectural, engineering, demolition, and construction services for development of a new track, football/soccer field, to be located at the existing facility at Sumner Academy, located in Kansas City, Kansas.

The construction will take place on the current Sumner Academy Football, and Track 1610 N. 8th Street, Kansas City, KS 66101. At no time, will the demolition or construction be allowed to impact the school's daily activities. Also, special consideration must be given to neighboring residents and facilities with All construction work coordinated with District facilities personnel and in compliance with applicable Unified Government (UG) codes regarding noise.

Desired improvements include installation of an artificial turf field, demolition of the existing 4-lane track and replacement with a 6-lane track.

See Section 4 for Detailed Project Summary

Pre-Bid Conference & Site Visit

Tuesday, January 3, 2023 @ 10:00 AM

Sumner Academy
1610 N. 8th Street
(North Parking Lot – North 8th Street & New Jersey Avenue)
Kansas City, KS 66101



All prospective offerors are strongly encouraged to attend.

Contractors who wish to respond to this RFP will be responsible to review and evaluate the written required specifications to the RFP and submit one original RFP response before and one flash drive containing a PDF of the entire proposal prior to:

11:00 AM (local time) January 17, 2023

According to the clock in the Purchasing office to the following address:

Kansas City Kansas Public Schools

Attn: Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, KS 66104
"RFP 22-028 Athletic Field Improvements – Sumner Academy"

All submissions become the property of the KCKPS and will not be returned to the Contractor.
All costs associated with the submission will be borne by the submitting Contractor.

SECTION 2 – EVALUATION AND AWARD CRITERIA

2.1 Evaluation Process

The District shall evaluate submissions in accordance with the provisions of this Section.

2.2 Evaluation Committee

Each submission shall be evaluated in accordance with this Section by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the District.

2.3 Oral Presentation

The District does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the District conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the District's Evaluation Committee and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

2.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the District's Evaluation Committee for no more than 90 minutes.

2.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The District reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

2.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 5 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

2.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this project, including the qualifications of key personnel.

2.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. The project will be awarded to the contractor with the highest score.

2.4.1 Experience & References (15 points)

The District desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in:

- 2.4.1.1 in construction athletic fields and site work;
- 2.4.1.2 in constructing projects in an urban setting;
- 2.4.1.3 with the design-build delivery method;
- 2.4.1.4 in completing projects on-time;
- 2.4.1.5 in completing projects on-budget;
- 2.4.1.6 knowledge of, and access to, the local subcontracting market; and
- 2.4.1.7 knowledge of the local regulatory agencies and Code Officials.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to fifteen (15) points.

2.4.2 Key Personnel (20 points)

The District desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; and (iii) the project manager(s). The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Please provide a table that identifies the specific staff that will be assigned to this project. The table should include:

- 2.4.1.1 the individual's name (if known);
- 2.4.1.2 his or her title;
- 2.4.1.3 his or her level of effort during each phase of the Project (i.e. the percentage of time devoted to this project); and
- 2.4.1.4 the periods during which the individual will be assigned to the project.

This element of the evaluation will be worth up to twenty (20) points.

2.5 Cost (30 points)

Offerors will be required to bid a Preconstruction Fee, a Design-Build Fee, a Design Fee, and a Guaranteed Maximum Price. This element of the evaluation will be worth up to thirty (30) points.

2.6 Management Plan (20 points)

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project.

At a minimum, the plan should: (i) demonstrate an understanding of the key aspects of the project; (ii) identify the key challenges inherent in this Project and explain how they will be overcome or mitigated; (iii) describe how the Design-Builder will manage and implement the design verification task in a timely manner so as to ensure delivery in accordance with the schedule contemplated in this RFP; (iv) describe how the design verification process will be managed and implemented so as to ensure that the Project can be delivered for the available funding; and (v) outline the Design-Builder's approach to quality control during construction.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; (iv) describe how the Design-Builder intends to address and overcome issues related to the schedule; and (v) describe the cost control management structures that will be used to ensure the Project is delivered on-budget. The District will also consider the experience that the Contractor and its team members have working together on similar projects.

This element of the evaluation is worth up to twenty (20) points.

2.7 Preliminary Schedule (15 points)

Offerors should submit with their Management Plan a Critical Path Method (CPM) schedule that shows the anticipated manner in which the Project will be constructed by the substantial completion date. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project, the key issues related to the Project, and workability of the schedule.

This element of the evaluation is worth up to fifteen (15) points.

SECTION 3 – PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

3.1 Submission Identification

Submissions shall be proffered in a full original proposal (pricing and technical submission); one (1) copy of the pricing proposal; and six (6) copies of the technical portion of the proposal as outlined below. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked:

"RFP 22-026 Design-Build Athletic Field Improvements – Sumner Academy."

3.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

Kansas City Kansas Public Schools
Attn: Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, KS 66104

3.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 11:00 AM local time, on January 17, 2023.
The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

3.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper but shall be folded to a size of 8-1/2"x11". Email and facsimile submissions shall not be accepted. The District is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity. Proposals shall not exceed 75 pages in length. The submission shall be organized as follows:

3.5 Price Proposal

3.5.1 Offer Letter

Each Offeror shall submit an Offer Letter in substantially the form of Attachment B. Material deviations, in the opinion of the District, from the bid form shall be sufficient to render the proposal non-responsive.

3.5.2 Bid Bond

Each Offeror shall submit a BID BOND/PERFORMANCE BOND.

3.5.2.1 Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.

3.5.2.2 A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall

be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

3.6 Technical Proposal

3.6.1 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

3.6.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

3.6.2.1 Name(s), address(es), and role(s) of each firm (including all subconsultants)

3.6.2.2 Firm profile(s), including:

3.6.2.2.1 Age

3.6.2.2.2 Firm history(ies)

3.6.2.2.3 Firm size(s)

3.6.2.2.4 Areas of specialty/concentration

3.6.2.2.5 Current firm workload(s) projected over the next year

3.6.2.2.6 Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

3.6.3 Description of the team organization and personal qualifications of key staff, including:

3.6.3.1 Identification of the single point of contact for the Design-Builder.

3.6.3.2 Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.

3.6.3.3 Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

3.6.3.4 Experience that the key team members have working together.

3.6.3.5 Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this project), and whether the individual will be funded through the Design-Build Fee or general conditions.

3.6.4 Relevant Experience and Capabilities

Each Offeror should provide detailed descriptions of no more than five (5) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in

consistent order:

- 3.6.4.1 The name and location of the project.
- 3.6.4.2 Name, address, contact person and telephone number for owner reference
- 3.6.4.3 A short narrative of the scope of the contractor's work on the project.
- 3.6.4.4 The delivery method implemented on the project.
- 3.6.4.5 The start and end dates for construction.
- 3.6.4.6 The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100%complete, etc.).
- 3.6.4.7 The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- 3.6.4.8 The level of completion of design documents that the initial contract value was based on.
- 3.6.4.9 The actual substantial completion date and the final contract value.

3.6.5 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section 2.6 of this RFP.

3.6.6 Preliminary Project Schedule

Each Offeror should prepare a preliminary project schedule that shows how the Offeror intends to complete the project in a timely manner. The schedule should be prepared using a critical path method and should show key logic ties and activity durations. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

SECTION 3 – BIDDING PROCEDURES

3.1 Contact Person

For information regarding this RFP please contact:

Wayne Correll, Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, KS 66104
(913) 279-2270
wayne.correll@kckps.org

Any written questions or inquiries should be sent to Wayne Correll at the address above or by email.

3.2 Preproposal Conference

A preproposal conference will be held on January 3, 2022 at 10:30 AM.

The conference will be held at:

Sumner Academy
1610 N. 8th Street
(North Parking Lot – North 8th Street & New Jersey Avenue)
Kansas City, KS 66101

Interested Offerors are strongly encouraged to attend.

3.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the District that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Offeror questions should be directed to Wayne Correll at wayne.correll@kckps.org and are **due no later than 1:00 PM on January 11, 2023**.

3.4 Retention of Submissions

All submissions shall be retained by the District and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the District and the District shall have the right to distribute or use such information as it determines.

3.5 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments, and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

3.6 Late Submissions: Modifications

3.6.1 Any submission received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

3.6.2 Any modification of a submission, is subject to the same conditions as in 3.6.1 stated above.

3.6.3 The only acceptable evidence to establish the time of receipt at the District's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

3.6.4 Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the District may be considered at any time it is received and may be accepted.

3.6.5 Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

3.7 No Compensation for Preparation of Submissions

The District shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

3.8 Rejection of Submissions

The District reserves the right, in its sole discretion:

3.8.1 To cancel this solicitation or reject all submissions.

3.8.2 To reject submissions that fail to prove the Offeror's responsibility.

3.8.3 To reject submissions that contain conditions and/or contingencies that in the District's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

3.8.4 To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.

3.8.5 To take any other action within the applicable Procurement Regulations or law.

3.8.6 To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

3.9 Limitation of Authority

Only a person with prior written authority from the District shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the District.

SECTION 4 – Project Summary

All specifications are general base expectations. Any deviations or variations must be clearly noted as such, with supporting rationale provided.

Bidders to provide plans and specifications with installation details.

4.1 Football/Soccer field

- 4.1.1 Proper access to the field – any fencing, asphalt or surrounding landscaping or hardscape that is damaged or removed must be brought back to the original state upon completion
- 4.1.2 Removal of existing goal posts, score board, jumping pits, and concrete throwing pads.
- 4.1.3 Mass excavation of field area
- 4.1.4 Installation of proper underdrain system, tied to existing storm drain
- 4.1.5 Provide conduits for lighting, score board, play clocks, sound system and extra for future expansion of systems
- 4.1.6 Laser grade & compact sub-grade prior to importing aggregate, survey base on a 25' grid and provide to owner before turf installation.
- 4.1.7 Install two (2) new long jump/triple jump sand pits and new concrete runway with four (4) take off boards in south D-zone area
- 4.1.8 Install new concrete pole vault runway, pad and box with lid in north D-Zone area
- 4.1.9 D-Zone areas to be black synthetic track surface, same as track.
- 4.1.10 Install 6 x 12 perimeter concrete curb, with treated continuous wood nailer board
- 4.1.11 Install new synthetic turf field cover
 - 4.1.11.1 The Contractor must provide as part of the RFP submission complete installation specifications and technical guidelines of the recommended turf product.
 - 4.1.11.2 Slit Film
 - 4.1.11.3 50oz./SY minimum face weight
 - 4.1.11.4 22oz./SY minimum backing/urethane weight
 - 4.1.11.5 2.25" pile height
 - 4.1.11.6 SBR Ambient Crumb Rubber and Silica Sand infill
 - 4.1.11.7 Provide and install "ShockDrain 580 shock pad", equivalent or better
 - 4.1.11.8 Green field, football markings white, soccer markings yellow
 - 4.1.11.9 3-color center logo
 - 4.1.11.10 GMAX testing upon completion
- 4.1.12 Install two (2) new steel goal posts
 - 4.1.12.1 10' offset, 20' uprights w/wind direction flags
- 4.1.13 Install two (2) play clocks, one (1) per D-zone and all associated electric work
- 4.1.14 Provide and install new LED scoreboard, Fair-Play FB-8120-2 equivalent or better, and all associated electric work.

4.2 Track demo and replacement

- 4.2.1 Complete demolition and removal of existing track surface and asphalt base.
- 4.2.2 Mass excavation of track area – expand existing 4 lane track to 6 lanes

- 4.2.3 Laser grade and compact sub-grade prior to installation stone base and new asphalt base layers, applied in multiple lifts
- 4.2.4 The contractor will provide compaction testing results to the owner prior to installation of new asphalt base
- 4.2.5 Track surface will be Polyurethane base mat and structural spray system
 - 4.2.5.1 Track color will be black, or otherwise selection from manufacturer's standard color options
 - 4.2.5.2 Install lane striping and event marking per applicable KSHSAA guidelines

4.3 **Field lighting**

- 4.3.1 The selected contractor will coordinate with the District's field light contractor to coordinate efforts and installation of field lighting equipment.

It is anticipated that the awarded firm will work with the District through the spring and summer following the phases of schematic design, design development and design documents. At each phase completion, the firm will meet with District to receive approval of design and pricing prior to moving to the next phase. The existing facilities will be available for the contractor to begin demolition and/or construction as soon as possible upon final approval of plans and receipt of any applicable City approvals and/or permits

Respondents will include a projected timeline of design, construction, and anticipated completion date. It is the intent of the District to complete construction prior to August 15, 2023.

If any changes are made to this RFP, an addendum will be issued. Addendum will be emailed to all bidders on record.

All questions regarding this RFP must be submitted in writing via email or through the Vendor Registry bid portal. Verbal responses by the District personnel or others are not valid. Each firm must submit all questions in writing to wayne.correll@kckps.org five (5) days prior to the close of bids. A response to all questions submitted in writing will be provided in the form of an RFP addendum to all bidders.

All proposals must be received in writing and in a sealed envelope no later than [Month, Day, 2023] and mailed to the following address:

RFP 22-028 – Athletic Field Improvements – Sumner Academy
Kansas City Kansas Public Schools
Attn: Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, KS 66104

Firms submitting may correct, modify, or withdraw a proposal by written notice received by the District prior to the time and date set for proposal submittal.

The District may cancel this RFP or reject in whole or part all bids if the District determines that cancellation or rejection serves the best interests of the District.

A full site survey HAS NOT been completed. It will be the responsibility of the contractor to make themselves familiar with the site and the site conditions prior to submitting a proposal.

Primary Function of Upgraded Facility

The following functions have been identified as primary requirements to be incorporated in the design and construction of the new football and track complex.

The complex must be designed with the following:

1. A football field with a synthetic field
 - a. Dimensions must be compatible with current KSHSAA regulations.
2. A new 6-lane running track with an event area for high jump, long jump, and pole vault located in the D-zones.

General

Scope of Services

1. Facility Assessment
 - a) Attend a kickoff meeting to finalize the scope and schedule
 - b) Perform geotechnical investigations if required:
Note: that there are UG sanitary sewer lines traversing the field, including 3 manholes. It is anticipated the manholes will be covered. Existence of the sewer structures will require coordination with the appropriate UG departments.
 - c) Complete a topographic survey for final design if needed
2. Schematic Design – Expected to be a minimum of two (2) meetings.
 - (1) Review zoning, easements, wetlands, etc. with District
 - (a) Prepare a schematic layout or layouts of the athletic fields and other planned facilities
 - (b) Prepare a preliminary construction opinion of probably cost and schedule
 - (c) Present these project concepts with recommendations
 - (d) Prepare a colored rendering for presentation purposes regarding the site and building plans
 - (i) Colored renderings must be "presentable" to the public and have the ability to be posted electronically to the District's website, etc.
 - (2) Permitting services
 - (a) Identify and obtain any local, state, and federal permits as may be required
 - (b) Detailed design development and preparation of contract documents
 1. Expected to be, but not limited to, two meetings
 2. Preparation of contract and construction documents consistent with the approved schematic design
 - (c) Bid award and construction period services

- (i) This is a design-build project
 - 1. USD 500 is looking for the General Contractor to manage all design and construction services. It is our desire that the general Contractor will provide the most cost-effective solution to meet the needs of the students, athletes, and community
 - 2. Any specialty design or construction components that utilize the skills of specialty firms must be identified in the firm's proposal
- (d) Provide standard construction period services, preconstruction conference, submittal review, weekly site responsibility, contract administration, and close out.

ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

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 offeror or Contractor.
 - 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 OF 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 Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, 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 AND 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 Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor 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 KS-FZLEKBLQ. 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. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. 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 of 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 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.
 NO MUTUAL INDEMNIFICATION:
 K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.
 (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
 (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
 (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
 - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of

Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.

- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory

Employer's Liability

Bodily Injury by Accident.....	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. 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.
- 28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. DISQUALIFICATION:

- A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 - 2. Bidder's tendered bid is not received on the District's bid form;
 - 3. Bidder's tendered bid is not signed;
 - 4. Required bid bond is not furnished at time of bid opening;
 - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
 - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 - 1. Refusal of the bidder to complete a contract or bid;
 - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.
- 31. INCLEMENT WEATHER / EMERGENCY:**
IF THERE IS A SCHOOL CLOSING THE DAY OF A SCHEDULED BID OPENING DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00 PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.

Attachment B
[Offeror's Letterhead]

[Insert Date]

Kansas City Kansas Public Schools
Attn: Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, KS 66104

Reference: RFP 22-028 Design-Build Services: Athletic Field Improvements – Sumner Academy

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Kansas City Kansas Public Schools' (the "District") Request for Proposals (the "RFP") to provide design-build services for athletic fields and site improvements for Sumner Academy. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal, the Design Fee (as defined in paragraph A), the Preconstruction Fee (as defined in paragraph A) the Design-Build Fee (as defined in paragraph A), and the Guaranteed Maximum Price (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design Fee, the Preconstruction Fee, the Design-Build Fee, and the Guaranteed Maximum Price are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

- A. **Design Fee** is: \$ _____
- Preconstruction Fee** is: \$ _____
- Design-Build Fee** is: \$ _____

The Offeror acknowledges and understands that design costs will be reimbursed at cost subject to a cap equal to the Design Fee bid by the Offeror. The Offeror further acknowledges and understands that the Preconstruction Fee and the Design-Build Fee are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment. For the avoidance of doubt, the Offeror acknowledges that the Design-Build Fee includes the Offerors cost of General Conditions.

- B. **Guaranteed Maximum Price (GMP)** is: \$ _____

The Offeror acknowledges that the Guarantee Maximum Price represents that the total maximum cost to be paid by the District for the Design-Builder's complete performance under the Agreement, including, but not limited to, Final Completion of all Work, all services of the Design-Builder under the Agreement, and all fees, compensation, and reimbursements to the Design-Builder. **The Guarantee Maximum Price is broken down into line items on the attached page.**

- C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.
2. Assuming the Offeror is selected by the District and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the District on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Bidder fails for do so, the District shall have the right to levy upon the Offeror's bid bond.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the District may have at law or in equity, the District shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DISTRICT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]
6. This bid form and the Offer's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Title: _____

Attachment