



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

TEMPORARY STAFFING NUTRITIONAL SERVICES DEPARTMENT

BID NO: RFP 20-015 **ISSUE DATE:** July 31, 2020

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM, August 13, 2020**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED

Kansas City Kansas Public Schools is temporarily accepting bids via email, and online through the Vendor Registry site: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=c00af89d-f6af-4f0e-b823-f145c898cc06>. No Faxed Bids will be accepted.

Until further notice, the Purchasing Office of the Kansas City Kansas Public Schools is closed to the public as a result of the COVID-19 crisis. All public bid openings will be conducted via Zoom video conference call.

During this time all bids are to be submitted via UPS, FedEx or emailed to wayne.correll@kckps.org. All bids submitted must be received by the Purchasing Office by the specific bid closing date and time of 2:00PM Central Time. If emailed, it is the responsibility of the 'bidder' to ensure the bid date and time is met. FedEx and UPS currently deliver directly to the Central Office of the Kansas City Kansas Public Schools. Bids are not considered received until they are date and time stamped in the Purchasing Office. The Purchasing Office will not be responsible for late deliveries.

For questions regarding confirmation that your bid has been received by the Purchasing Office, please email Wayne Correll at wayne.correll@kckps.org.

The Public Bid Opening for this solicitation shall be opened in public via Zoom Video Conference Call at the hour stated in the following notice:

KCKPS Purchasing Department is inviting you to a scheduled Zoom meeting

Topic: RFP 20-015 Temporary Staffing - Nutritional Services Department
Time: Aug 13, 2020 02:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83678266554?pwd=Vk5jeVE3S25HekVzQlo4ZnlwZEZxQT09>

Meeting ID: 836 7826 6554
Passcode: 205787

One tap mobile

+12532158782,,83678266554# US (Tacoma)
+13462487799,,83678266554# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

Meeting ID: 836 7826 6554

Find your local number: <https://us02web.zoom.us/j/kcMibjFKvZ>

Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.

- Award will be to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

STANDARD TERMS & CONDITIONS

1. SCOPE:

The following terms and conditions shall prevail unless otherwise modified by Unified School District #500 (U.S.D. #500) within this "Request for Proposal" document. U.S.D. #500 reserves the right to reject any proposal which takes exception to these terms and conditions.

2. DEFINITIONS AS USED HEREIN:

- a. The term "Request for Proposals" (RFP) means a solicitation of a formal proposal to provide services from Offerors.
- b. The term "Bidder" means the offeror or vendor submitting a "proposal to Furnish and Deliver Food and Supply Products".
- c. The term "bid" means the price proposed by the bidder.
- 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
- f. The term "Supplier" means the successful bidder.
- g. The term "NSO" refers to the Nutritional Services Office of U.S.D 500, whose business address is 5604 State Avenue, Kansas City, KS 66102.
- h. The term "facility" and "unit" refer to the District's nineteen (19) production kitchens.
- i. The term "District" refers to U.S. D. #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. The authorized bidder must provide signature on form provided and all required information must be provided at the proposal's submission.

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 proposal prior to its opening. Supporting document(s) and/or descriptive literature may be submitted with the proposal or in/under a separate envelope clearly labeled "Literature Supporting Proposal to Furnish and Deliver Food and Supply Products". Do NOT indicate bid prices on this literature.

5. ACCURACY OF BID:

Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate in that the successful bidder will be bound to the terms of the contract. If there is a discrepancy between the unit price and extended total on the proposal's Market Basket document (Attachment A), the unit price will prevail.

6. SUBMISSION OF BID:

Bids are to be sealed and submitted to:

Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104

Or submitted by email to wayne.correll@kckps.org

Or submitted through the Vendor Registry portal:
<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>

Prior to the scheduled bid opening.

7. ADDENDUM:

All changes in connection with this RFP will be issued by the Director of Nutritional Services or Purchasing in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal.

8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:

Proposals received after the deadline designated in this IFB document shall not be considered and shall be returned unopened.

9. PROPOSAL'S BINDING:

All proposals submitted and accepted by the District shall be binding upon the bidder within sixty (60) days of the proposal's acceptance.

10. EQUIVALENT BIDS:

Intentionally Omitted.

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT:

Intentionally Omitted.

12. WARRANTY:

Supplies or services furnished as a result of this proposal 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 the District by any other clause of this proposal, the District 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 proposal conforms to specifications and whose proposal is considered to be the best value in the opinion of The District. The District reserves the right to reject any or all proposals and any part of

a proposal; to waive informalities, technical defects, and minor irregularities in proposals received; and to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the proposal is clearly designed as such or when it is determined to be in the best interest of the District.

14. 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.

15: SELLERS INVOICE:

Invoices shall be prepared and submitted in duplicate to designated facilities at time of delivery. Separate invoices are required for each delivery. Invoices shall contain the following information; facility account number and name, item number, invoice number, brand and description of supplies or services, pack size, quantity, unit price, extended totals and total charge.

16. TAX EXEMPT:

The District is exempt from Federal, State and local taxes by #KSF2LEKBLQ. Sites of all transactions under the order(s) that shall be derived from this IFB are to be deemed to have been accomplished within the State of Kansas.

17. 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.

18. DISCLAIMER OR LIABILITY:

The District will not hold harmless or indemnify any supplier for any liability whatsoever.

19. HOLD HARMLESS:

The contractor agrees to protect, defend, indemnify and hold the BOE, its officers, employees and agents free and harmless from and against 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 Supplier further agrees to investigate, 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.

20. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

21. ANTI-DISCRIMINATION CLAUSE:

No respondent to this RFP shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

22. DOCUMENT PREPARATION:

The proposal response shall not contain any material alteration or erasure (KSA 75-3740). No erasures, "whiteouts" or other changes shall appear on the proposed bid forms, as these are grounds for rejection of bid proposal.

23. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part [1986](#) Comp., p. 189) and 12689 (3 CFR Part [1989](#) Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Debarment document must be signed and included in bid documents.

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part [247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS.

1. GENERAL:

The Board of Education of U.S.D. #500, hereinafter referred to as "District", proposes to contract with an organization or individual, hereinafter referred to as "Supplier", whereby the Supplier will furnish and deliver food and supply products to the production kitchens of the District.

Attached is the Request for Proposals (RFP) to be used for the submission of information requested herein. If submitted in person, by courier service, or mail, the RFP Form must be sealed and clearly addressed to the Purchasing Manager, 2010 N. 59th Street, Kansas City, Kansas 66104. The sealed envelope must be clearly marked "Proposal to Furnish and Deliver Food & Supply Products" and received no later than the bid due date. Bid forms may also be submitted by email to: wayne.correll@kckps.org; or submitted through the Vendor Registry portal: <https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>

2. AGENCY DESCRIPTION:

The District operates forty-eight (48) kitchens which provide breakfast and lunch to approximately 23,000 students daily.

3. CONTRACT SCOPE:

This contract is intended to cover Temporary Staffing. Temporary Staffing needs could be up to and exceed a sixty (60) per day. Volume of needs will vary and communication of needs will occur regularly.

4. CONTRACT PERIOD:

The contract shall be effective from **August 1, 2020** through **July 31, 2021**. The contract may be renewed by the District up to four (4) additional one (1) year terms.

5. CONTRACT TERMINATION:

This agreement may be terminated at any time by the District upon sixty (60) calendar days written notice should the District determine that it is not in its best interest to continue the contract and/or the Supplier is not performing within the provisions and intent of this agreement.

This agreement may be terminated by the Supplier with (60) days written notice for failure by the District to comply with contract terms. Upon receipt of the termination notice, the District shall have twenty (20) days to correct non-compliance issues. If compliance is achieved, the Supplier shall cancel the termination notice.

6. CONTRACT IMPLEMENTATION:

District needs for temporary staffing will begin early August each year.

7. AUDITING:

Throughout the life of the contract, the District reserves the right to conduct audits a maximum of two (2) times per contract year. A maximum of thirty (30) items will be reviewed per audit. Audits shall verify that costs and amounts invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the Supplier's business. The Supplier shall promptly reimburse the District for any and all overcharges disclosed by any such audit.

8. WORK STOPPAGES:

The bidder guarantees delivery to the District regardless of any organized work stoppages.

9. INVOICES:

- A. All orders will be accompanied by an itemized invoice, in duplicate, including the facility account number and name, invoice number, unit price, extended totals and total charge.

10. SERVICE:

A. ACCOUNT REPRESENTATIVE:

The Supplier will have an account representative assigned to the District. The District prefers the representative have prior food service experience. The District expects to have regular "on site" contact with this representative. When necessary, the District further expects a two (2) hour "on site" response time from the representative, 8:00 a.m. to 5:00 p.m., Monday through Friday.

The Account Representative will provide the following services:

1. Regularly communicate with the District's representatives.
2. At the start of the contract, and thereafter at the start of each contract term, the representative shall participate in regular, weekly and/or monthly, meetings with Director and/or Supervisors of Nutritional Services to discuss areas of concern.
3. Resolve the District's complaints and inquiries.

11. TOLL FREE NUMBER:

The Supplier shall provide a toll-free telephone number for the District's use in contacting the Supplier's personnel. If a fax number is provided, it must also be toll free.

12. ELECTRONIC MAIL:

The District prefers the Supplier's account representative be capable of receiving and transmitting electronic mail to each facility and NSO.

13. PAYMENT:

Payment is processed using the paperwork (invoice) provided at the time of delivery. Statements of purchase must be provided by the Supplier monthly which will be used by the NSO to reconcile expenditures.

The District will not incur late charges or other charges due to the timing of payments through the board process.

14. BACKGROUND CHECK

Temporary Staffing associates will be required to have an approved local background check before reporting for duty. Background checks must be conducted by the supplier and submitted to the District for review prior to reporting for duty. All background checks must be without findings. A background check with findings may be submitted for review.

15. DRUG AND ALCOHOL TEST

Temporary Staffing associates will be required to pass a drug and alcohol test prior to reporting to duty. The 5 Panel Drug and Alcohol Test results must be submitted and reviewed prior to reporting for duty. The District can request Drug and Alcohol Test "For Cause" at any time.

16. TEMPORARY STAFFING JOB DUTIES

Job duties of the Temporary Staffing position include but are not limited: food preparation, meal service, cleaning and sanitizing, laundry, lifting, bending, stooping and pushing, food safety, food quality, and adherence to all district, local, state and federal policies and procedures.

17. BILL RATE

The billing rate includes all wages, worker's compensation premiums, unemployment insurance, payroll taxes, background check, drug and alcohol tests, and all other employer burdens; recruiting, administration, payroll funding, liability insurance and all other costs.

18. BILLABLE TIME

Billable time begins at the time the Temporary Staffing associate reports to the workplace. There are no minimum billing periods.

19. HIRING TEMPORARY STAFFING ASSOCIATES

The district may hire a Temporary Staffing associate after they have completed five-hundred (500) work hours or seventy (70) days of billing, whichever is greater.

BIDDER'S CHECKLIST

*This form is to be completed by vendor and must accompany each copy of the submitted proposal.

	1. Proposal to Furnish & Deliver Temporary Staffing Associates
	2. Completed and Signed Signature Form with each copy of submitted proposal
	3. Proposed Bill Rate and Pay Rate
	4. References from 3 Customers

DATE: _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Purchasing Manager Received on Date: _____

Bid Form – Proposed Bill Rate and Pay Rate

Contract Year	Bill Rate	Pay Rate
2020-21 (August 1, 2020 – July 31, 2021)	\$	\$
2021-22 (August 1, 2021 – July 31, 2022)	\$	\$
2022-23 (August 1, 2022 – July 31, 2023)	\$	\$
2023-24 (August 1, 2023 – July 31, 2024)	\$	\$
2024-25 (August 1, 2024 – July 31, 2025)	\$	\$

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE _____
 TITLE: _____ FIRM: _____
 PHONE: _____ EMAIL: _____

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. EXAMINATION OF INSTRUCTIONS, CONDITIONS AND/OR SPECIFICATIONS: Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachments, addendum or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance.
7. VERBAL STATEMENTS OF STAFF: Bidders shall not rely upon any oral statements or conversations they may have with District employees, agents, or representatives regarding the solicitation, whether at the Pre-Bid Conference or otherwise. All questions must be submitted by bidders in writing and shall be answered by the District in a written addendum to the solicitation.
8. 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.
9. 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. It is the responsibility of bidders to review the District website regularly for updates.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. OFFER/ACCEPTANCE: The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted ONLY upon the issuance by U.S.D. 500 of a valid Purchase Order or other contractual documents.
18. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
25. 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.
26. 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 or 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.
27. 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 and Engineering Diagnostics, LLC 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
<u>Employer's Liability</u>	
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.
- 28. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 29. 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.
- 30. BID BOND/PERFORMANCE BOND (Applicable ONLY 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.
 - C. NO BID BOND OR PERFORMANCE BOND IS REQUIRED FOR SERVICES
- 31. 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.
- 32. 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.
- 33. CONTRACTUAL PROVISIONS ATTACHMENT: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
- 34. INCLEMENT WEATHER/EMERGENCY POLICY
IF THERE IS A SCHOOL OR BUILDING CLOSURE THE DAY OF THE SCHEDULED BID OPENING, DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.