



# KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

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

WEB SITE: [WWW.KCKPS.ORG/PURCHASING](http://WWW.KCKPS.ORG/PURCHASING)

---

## MONUMENT SIGN AND INSTALLATION WASHINGTON HIGH SCHOOL

<b>BID NO:</b>	<b>IFB 21-004</b>	<b>ISSUE DATE:</b>	<b>MARCH 2, 2021</b>
----------------	-------------------	--------------------	----------------------

---

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59<sup>th</sup> Street, Room 370, Kansas City, KS 66104 until **10:00 AM., March 17, 2021**, at which time bids received will be publicly opened and read via Zoom conference, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

**Contact/Technical Contact:**

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | email: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)

---

**BID INSTRUCTIONS:**

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

**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.**

Kansas City Kansas Public Schools is temporarily accepting bids via email. 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 video conference call.

During this time all bids are to be submitted via UPS, FedEx or emailed to [wayne.correll@kckps.org](mailto: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](mailto: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 notice at the below number:

**KCKPS Purchasing Department is inviting you to a scheduled Zoom meeting.**

**Topic: IFB 21-004 - Monument Sign - Washington HS Bid Opening**

**Time: Mar 17, 2021 10:00 AM Central Time (US and Canada)**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/87870358188?pwd=TnN0MwJZbkxJd3hMbUtCbklNQS9HZz09>

**Meeting ID: 878 7035 8188**

**Passcode: 046812**

One tap mobile

+12532158782,,87870358188# US (Tacoma)

+13462487799,,87870358188# 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 (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

**Meeting ID: 878 7035 8188**

Find your local number: <https://us02web.zoom.us/j/kdBzWjUA9v>

A bid tabulation will be provided in response to an emailed request to [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org).

---

**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.**

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price).
- Award will be to ONE Contractor.
- 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.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools and Engineering Diagnostics, LLC shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.

- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- 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](http://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.

**INCLEMENT WEATHER OR EMERGENCY**

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

See Attachment A for Additional Terms & Conditions

## **MONUMENT SIGN AND INSTALLATION – WASHINGTON HIGH SCHOOL**

The Kansas City Kansas Public Schools Facilities Department is requesting sealed bids from qualified contractors to provide labor and materials for the following work:

### **Scope of Work**

The successful bidder, as Contractor, shall furnish all labor, equipment, and materials necessary to complete:

- 1) Demolition of Existing Monument sign, removal of debris, site clean-up, and landscaping adequate to repair/cover the former site of sign.
- 2) The installation of the sign, including footing, base, brick or stone, and wiring.

The Contractor will be responsible for obtaining required city permits, site grading, leveling, and preparation of the area for construction of the sign. A qualified electrician shall be utilized for all power cut-off and disconnects, and proper trenching, wiring and connections to the approved power source. The Contractor will be required to submit shop drawings, material, and color samples to the Director of Physical Properties for approval.

- Overall above grade height, including base = 6' 8" \*
- Overall width = 10'\*
- Two-sided, internally illuminated
- Cabinet and pedestal skirt = fabricated aluminum, painted
- Sign face to include 4' x 4' +/- white logo field with school mascot\*
- Sign base to be brick or stone face to match the building.
- Trenching and installation of power to from power source to sign
- Message center portion of sign:
  - BASE BID:
    - 4" or larger changeable black letter sign, internally lit
    - 2 – Complete Sets of Letters/Numbers
  - ALTERNATE BID:
    - Bidders are strongly encouraged to submit an alternate bid.
    - Monochrome text only digital read-out
    - Provided as an example only, digital read-out message center to be, or similar to, Daktronics Galaxy ECCB-A100 x 4ft x 6ft – 19.8 – R -2V\*, and/or Watchfire
    - Message center to have wireless control

See Attachment B – KCKPS Typical Monument Sign

**Location:**

The location of the new sign is desired to be approximately 50' south of the existing old sign. Exact location to be determined as allowed by underground utilities, etc.



*\*minor deviations in stated dimensions are acceptable based on manufacturers specifications, provided such deviations are highlighted and explained. Significant variations may impact bid selection.*

The Work summarized above is provided as a convenience and may not be inclusive of all specified work.

*Any measurements and areas shown/indicated in this solicitation are approximations, and not guaranteed to be 100% accurate. Each bidder is responsible for making an on-site measurement of the area to be serviced, in order to determine exact requirements.*

**All work is to be completed prior to July 1, 2021.**

**Location of the Work**

**Washington High School**  
7340 Leavenworth Road  
Kansas City, KS 66109

**Pre-Bid Meeting**

A pre-bid meeting will be held at **10:00 AM** on **March 9, 2021**.

The Pre-bid meeting will be held at:

**Washington High School  
(Work Site)**  
7340 Leavenworth Road  
Kansas City, KS 66109



A "walk-thru" to all review of the project area will follow the Pre-Bid meeting. Attendance at the Pre-Bid Meeting is recommended, but not mandatory.

**Bid Security**

Bid Bond: Bid security shall be submitted with each bid in the amount of five percent (5%) of the bid amount. No bids may be withdrawn for a period of sixty (60) days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

Payment & Performance Bond: Bidder agrees to furnish a Payment & Performance Bond, in the amount of 100% (one hundred percent) of total contract value after receipt of contract.

**Prevailing Wage**

Prevailing Wage IS NOT required.

**Time of Completion**

Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work (Substantial Completion) no later than **July 1, 2021**.

**Liquidated Damages**

**Completion of this project before July 1, 2021 is imperative.** At the District's sole discretion, liquidated damages in the amount of Two-Hundred Dollars (\$200.00) per calendar day will be assessed against the Contract if the project is not completed by the date indicated.

**Clean-Up**

The Contractor will keep the premises free from accumulations of debris and waste materials caused by its employees in performance of the work. At completion of the project, Contractor shall remove all crating, packaging, waste and debris from the building and the site, and all tools, scaffolding and surplus materials, and shall leave the building and site "broom clean" or its equivalent.

**Permits, Codes and Ordinances**

Each Contractor shall file and pay for required permits affecting its work (if applicable). Each contractor shall conform to applicable codes and ordinances, including OSHA requirements.

**Damage to District Property**

Contractor at its own expense shall promptly remedy and repair all damages or loss to any property caused in whole or part by its employees, subcontractor(s), supplier or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable.

**No Smoking:** The District adheres to the mandatory "No Smoking" policy on school premises and/or at school functions. All bidders shall comply with this "No Smoking" policy.

## BID FORM

By signing this bid form, the vendor certifies the forms being offered meets or exceeds all requirements and conditions of the bid, special provisions, and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added. Public schools are TAX EXEMPT. Exemption certificates will be provided upon request.

Bid Form – All Work	
Base Bid – (to include all labor, materials, and other costs)	\$
Bid Value Written Out	
Number of Days After Receipt of Order to Start Project	Days
Number of Days to Complete Project	Days

The Lump Sum written out immediately above governs this Bid. For comparative purposes and as the basis for future add/deduct negotiations, also list individual prices for the following work items. The total of these items must equal the Lump Sum above, and should accurately reflect the apportionment of the Bid, including overhead, profit, and taxes.

Where given, use the quantities provided for bidding; if provided quantities are later determined to be inaccurate, an equitable adjustment will be made in the Contract Price by multiplying Bidder's unit rate price times the actual quantity performed; no other pricing will be considered for changes in the Contract Price. If a quantity is not provided, Bidder shall make an independent study to estimate the actual quantity; no Change Order will be considered to correct inaccurate quantities estimated by Bidder.

Alternate Bid	
Alternate Bid – (to include all labor, materials, and other costs)	\$
Bid Value Written Out	
Manufacturer/Make	
Model	
Number of Days After Receipt of Order to Start Project	Days
Number of Days to Complete Project	Days

Designations		If Yes, Please Identify Certified Designation
<b>MBE/WBE/Other Certification</b> Is your firm certified MBE/WBE or Other? (Circle One)>>	Yes / No	

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 59<sup>th</sup> 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

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.

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.

