



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

REFUSE DISPOSAL SERVICE

BID No: **IFB 21-010** **ISSUE DATE:** **JUNE 1, 2021**

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., June 15, 2021**, 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:

Brian Hernandez, Assistant Director of Purchasing | (913) 279-2244 | eMail: brian.hernandez@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.

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price).
- Award may be to more than 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 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.
 - 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

BID SUBMISSION:

Bids should be submitted on this form and continued any attached list(s) of bid items and submitted in a sealed envelope. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title, bid number and date to be opened. The District will not be held responsible for missing, lost or late mail. Bids may also be submitted online through the Vendor Registry Portal.

QUANTITIES:

KCKPS reserves the right to increase or decrease the number of units of each item on the basis of the unit price quoted, unless to do so will increase unit bid. In your bid submission, please stipulate whether the increase or decrease will affect bid price. The bid prices will remain firm for twelve (12) months from date of Board Approval, unless otherwise stipulated.

ITEM DESCRIPTION:

When applicable, bidders shall submit complete data on each item contained in the bid. Such data shall show and identify, by manufacturer's number, (catalog) or other illustrations, the brand and model on which the bid is based and so marked as to be identified with the bid item.

FAILURE TO SUBMIT THE ABOVE INFORMATION WITH SEALED BID MAY DISQUALIFY BID.

PURCHASE ORDERS:

The District is not responsible for orders placed by individuals, without an appropriate purchase order issued by the KCKPS. The District will not make cash advances to the awarded Contractors. Payment will be promptly made after all goods have been received and all services have been rendered by the awarded Contractors. The District's standard payment terms are Net thirty (30) days from the date or receipt of a proper invoice (no payment from statements).

CONTRACTOR REPRESENTATIVE:

The successful Contractor agrees to send contact information for a personal representative with binding authority for the company to the District upon request to make adjustments and/or assist with coordination of all transactions as needed.

QUALITY OF PRODUCTS:

If applicable, all items must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the bid. No Substitutions in standard grades or lesser quality will be accepted.

DETERMINING FACTORS FOR AWARD:

Bidders net price on bid items, stock availability, and reputation of brand names offered, responsiveness to solicitation specifications, reputation and location of the bidder. Information must be made available upon request.

SUBCONTRACTORS:

The successful contractor shall be self-performing, from within their own organization, for work performed under this service contract. The selected contractor shall not assign work of this service contract, nor subcontract any portion or the entirety of this service contract. However, any related work which involves another trade classification may be allowed to be subcontracted with the advance written approval of the Director of Physical Properties or assigns. The District may require that any such subcontract be awarded to the District's Service Contractor of that trade classification.

PRICING:

Bid unit price on quantity specified, extend, and show total. In case of errors in extension, unit prices shall govern.

TAXES:

KCKPS is exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

OR EQUAL:

Any catalog, brand name or manufacturer's reference used in the bid request is descriptive – not restrictive – it is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of reference data, brand names, models, etc... As specified, must be furnished.

SAMPLES:

When requested, must be furnished within five (5) working days of the request at no cost to the District. If not destroyed in examination, they will be returned to the bidder on request at the Contractor's expense.

EEOC GUIDELINES:

During the performance of this contract, the Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation/identification, age, national origin, political beliefs, disabled veteran, veteran status sexual orientation, or any other non-merit factor.

AS NEEDED BASIS:

Quantities shown (if any) are estimates only. They are based on prior yearly usage. Items are to be ordered "as needed" over a period of one (1) year.

QUESTIONS ON SPECIFICATIONS:

All questions regarding bid specifications must be addressed seven (7) days prior to bid submission. Responses/answers to questions will be provided from the District by written addendum.

CONTACT WITH BUYER:

The Proposer/Bidder should be advised that all District end users or Board Member may not communicate with any potential Proposer/Bidder and may only communicate with the designated buyer on any matter related to the proposal /bid. This includes technical questions on the Scope of Work. The buyer will not respond to technical question until first contacting an end user for input and concurrence and then submit an addendum to all potential Proposer/Bidder. A Proposer/Bidder should not contact any end user directly and should refer all questions in writing to the designated buyer. Continued non-compliance of the requirement is ground for rejection of the proposal/bid.

ETHICS & CONDUCT:

No person shall participate or assume a responsibility in the implementation and execution of this procedure including, but not limited to, the evaluation of proposal/bids and selection of contractors, when such participation of proposals/bid and selection of contractors, when such participation constitutes a conflict of interest as defined by law.

KCKPS RESERVED RIGHTS:

KCKPS has the right to reject or rebid if only one bid/proposal is received by "submission date" or extend the submission date by an additional period. KCKPS reserves the right to reject any/or all bids and to make awards as they may appear to be advantageous to the District, to hold bid for 120 days from submission date without action, and to waive any formalities in bidding. The bidder must indicate "all or none" in the bid if the above-stated condition is not acceptable.

SECTION 2. INSTRUCTIONS TO BIDDERS / GENERAL INFORMATION

- 2.1 Form of Submissions** – Each person or entity submitting a response to this solicitation (each “Bidder”) should prepare and submit their Proposal in response to this solicitation (“Proposal”) in a sealed envelope or box. The Proposal shall contain one (1) original. The package shall be plainly marked with the Bid Number, Bid Title and due date along with the firm name, and the package shall be address to:

Kansas City Kansas Public Schools Purchasing Office

Attn: Assistant Director of Purchasing

Bid No.: 21-010 Refuse Disposal Services

2010 N. 59th Street, Room 370

Kansas City, KS 66104

- 2.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 2.1, or within the Vendor Registry Portal, on or before the Bid Due Date and Time identified on the cover page. Each Proposal will be date and time stamped upon receipt in the Purchasing Office. Proposals received after the designated date and time will not be considered and will remain unopened. Proposals must be completed as requested including all required signatures and pertinent information. Incomplete Proposals will result in rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation, and if a foreign entity, proof of registration to transact business in the State of Kansas. A person with the authority to act on behalf of the entity (i.e., an authorized agent of the entity) must sign the Proposal.
- 2.3 Questions about this Solicitation** – All questions regarding this solicitation shall be made electronically via email directed to Brian Hernandez, Assistant Purchasing Director at brian.hernandez@kckps.org. The subject line of the email shall begin with the word “Question” and identify the Bid number and title. Any questions submitted after the dates and times listed on the cover page (if applicable) shall not be considered or answered. Questions properly submitted **in writing** prior to the date due will be answered and the answers posted on the District website as an addendum.
- 2.4 Addenda** – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the Vendor Registry Portal. Interested persons or entities are encouraged to check the Vendor Registry Portal frequently for addenda to this solicitation. Bidders are responsible for viewing and understanding information in addenda to the same extent as this solicitation document. All addenda will be communicated to bidders by posting to Vendor Registry.
- 2.5 Bonding and Insurance** – Bidders and any subcontractors shall be licensed and bonded to perform work in Kansas City, Kansas

- 2.5.1 The successful Contractor, prior to commencing work on this project, shall provide the Clerk of the Board copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the state of Kansas and approved by the School District.
- 2.5.2 The Contractor shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.
- 2.5.3 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in hauling equipment or materials to or from the site.
- 2.5.4 The Contractor shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$100,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.
- 2.5.5 The insurance certificates required by the successful bidder shall provide that they cannot be canceled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid and shall name the School District as an additional insured party.
- 2.6 Taxes** – Bids shall not include Federal Excise Tax, Transportation Tax, and/or State Retail or Sales Tax in its Proposal. The District is exempt and such taxes to not apply.
- 2.7 Compensation** – Bidders are cautioned that items and/or services must be furnished to the District at the price submitted. No price increase will be permitted, unless otherwise agreed to by the parties under the contract.

2.8 Site Investigation and Conditions Affecting Work

The Contractor acknowledges that before it submits a proposal for specific work under this solicitation, that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from any drawings and specifications provided at the time of the proposal being requested for a specific project. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of the Agreement, unless that understanding, or representation is expressly stated in the Agreement.

SECTION 3. PROPOSALS

3.1 Scope – The scope of work for this solicitation is set forth in Attachment A.

3.2 Qualifications/Certifications/Resume/Operations Plan (Part I)

The following information should be provided in Part 1 of the Proposal. The documents should be clearly marked: "Part 1 – Qualifications"

3.2.1 Bidders should provide detailed information addressing each of the following areas:

3.2.1.1 Licensing and certification in the field of the requested services.

3.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services is pending or has been resolved within the past twelve (12) months.

3.2.1.3 Information regarding lawsuits relevant to the requested services that are pending or have been resolved within the past twelve (12) months.

3.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by any state or federal statute and/or court order.

3.2.2 Bidder Identification

3.2.2.1 Bidder Name (Person or Entity)

3.2.2.2 Bidder Address

3.2.2.3 Name and Title of Bidder Authorized Representative

3.2.2.4 Bidder Telephone Number

3.2.2.5 Bidder Fax Number

3.2.2.6 Bidder Authorized Representative Email Address

3.2.2.7 Include the foregoing information for each person/entity that is part of the project team for this Proposal.

3.2.3 Bid Response Elements

3.2.3.1 Entity Qualifications

3.2.3.2 References (Other School Districts Where Possible)

3.2.3.3 Brief description of entity's experience with providing the requested services

3.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Kansas City, Kansas)

4.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each project team member for this Proposal.

3.3 Cost / Pricing Proposal (Part II)

Use of the provided fee schedule is required (See Attachment A1). Additional may be made at the bottom of the form for clarifications by the Bidder if necessary.

SECTION 4. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

4.1 Bid Opening – All Proposals received on or before the Proposal Due Date and time shall be opened publicly promptly at the time identified on the Bid Due Date on the cover sheet, subject to change by Addenda, in the conference room designated by the District at 2010 N. 59th Street, Kansas City, KS 66104.

4.3 Evaluation – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of the bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.

4.4 Award – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a Proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. Award of bid, if made by the District, will be by action of the Board or Education for the Kansas City Kansas Public Schools Unified School District No. 500 and to the lowest responsive and responsible bidder.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. Unlimited orders within the term of the contract shall be allowed to the District at the prices quoted.

The District reserves the right to award each item individually or by groups of line items.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted.

All bids submitted to the District shall remain open, valid and subject to acceptance for sixty (60) calendar days after the bid opening.

SECTION 5. RESERVATIONS / STIPULATIONS

- 5.1 This solicitation does not obligate the District to pay any costs incurred by any respondent in the submission of the Proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this solicitation prior to the issuance of a valid contract under Kansas law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether or not related to the Bidder.
- 5.2 Careful consideration should be given before confidential information is submitted to the District as part of a Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for purposes of review. Any and all documents submitted by a Bidder may become public record if and when they are submitted to any advisory or legislative public body, or pursuant to the Kansas Open Records Act. The Kansas Open Records Act provides for public access to information the District possesses.
- 5.3 Bidders acknowledge and agree, by submitting a Proposal, that:
- 5.3.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by the Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way the District sees fit, in its sole discretion.
- 5.3.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without the advance written consent of the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and and/or to negotiate the composition of the team.
- 5.3.3 Adherence to the schedule for the work is of critical importance to the District, and Bidder agrees to dedicate personnel listed in the Proposal to complete the work in accordance with the schedule outlined in this solicitation.
- 5.3.4 To having read this solicitation in its entirety and agreeing to all terms and conditions set forth herein.
- 5.3.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement the information contained in respondent's submission, and authorizes the release to the District and/or the District's consultants of any and all information sought in the inquiry or investigation.

- 5.3.6 To the best of the Bidder's belief: (A) the prices in the Proposal were arrived upon independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restricting competition as to any matter of agreement or price with any other Bidder; (B) unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening by the District, directly or indirectly, to any other Bidder or competitor; and (C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a Proposal in response to this solicitation for the purpose of restricting competition.
- 5.3.7 The Proposal is made in good faith.
- 5.3.8 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items contemplated under this solicitation, or to the competency of the service provider to perform under any resulting contract.
- 5.3.9 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any action prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 5.3.10 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the State of Kansas.
- 5.4 Any misrepresentations or false statements contained in a response to this solicitation or to any request for additional information related to this solicitation, whether intentional or unintentional, shall be sufficient grounds for the District to disqualify respondents from competition for selection at any time.
- 5.5 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not intended. The District also reserves the right to decide in its sole discretion whether disqualification of the Bidder and/or cancellation of the award should result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based upon an improper

communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of the bid specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of the specifications.

- 5.6 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this solicitation, including, but limited to, all reporting and registration requirements. Bidders further agree that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.
- 5.7 **Award in part or in whole is contingent upon available funding.** In the event adequate funds are not appropriated and allocated by the Board of Education, the District reserves the right to cancel any solicitation.

GENERAL SPECIFICATIONS – REFUSE DISPOSAL SERVICE

1. This contract shall be administered by the Director of Physical Properties, Unified School District No. 500, Kansas City, Kansas. All communications by and between the Contractor and the Board of Education shall be solely through the Director of Physical Properties or his designee. The Contractor shall allow the Director of Physical Properties or his designee to inspect Contractor’s performance and the records of the Contractor pertaining to any duty arising under this contract.
2. The initial term of this Agreement shall be for twelve (12) consecutive months commencing July 1, 2021 and continuing through June 30, 2022. The Board of Education shall have the option to extend this contract beyond its original term as explained in “Basis of Price for Multi-Year Contracts” on Page 3 of this specification.
3. The Contractor shall indemnify, defend and hold harmless the Board of Education and all persons acting on behalf thereof, against all damages to persons and property which may arise out of the operations or work included or undertaken in the performance of this Contract, including all claims for personal injuries and property damage, and all losses, costs, expenses, attorney’s fees or judgments which may arise out of any claims against the Board of Education as a result thereof. Contractor shall purchase and maintain as a minimum the following insurance coverage which shall specifically designate the Board of Education as an additional insured:

Type of Coverage	Amount of Coverage
General Public Liability.....	\$1,000,000
Property Damage.....	\$500,000
Worker’s Compensation.....	as required by law

4. Except as specifically provided herein, the Contractor shall not sublet, sell, transfer, assign or otherwise dispose of any portion of this Contract to any individual, firm, or corporation without the express written consent of the District in advance of such transfer. The consent of the District will not be given unless the Contractor has submitted satisfactory evidence that the proposed Subcontractor is qualified to provide the work and services and is otherwise in full compliance with the requirements of this Agreement and the policies and regulations of the Board of Education. The Subcontractor, if any, shall bind the Subcontractor to comply with all requirements of this Contract. No assignments, transfer or subletting, even though consented to by the District, shall in any manner relieve the Contractor of its liabilities or responsibilities under this Contract.

BASIS OF PRICE FOR MULTI YEAR CONTRACTS

Unified School District 500 retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the vendor. Renewals are to be done on an annual basis for no more than four (4) subsequent 1-year terms.

Price escalation, during the optional renewal period, will be allowed and subject to one (1) adjustment per period (per year). The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justifications must be forwarded to the school district. Upon Unified School District 500's approval, this request will become effective thirty (30) days from the date the notice was received by the District from the contractor. The contractor's requested percentage increase must not exceed that of the Consumer Price Index – Urban (CPI-U) (Midwest Region) increase for that period, or 3%, whichever comes first. If the contractor fails to justify the requested increase the school district reserves the right to reject the price increase and cancel the balance of the contract.

On an annual basis, the Contractor may request an adjustment to pricing. This adjustment shall not be a greater percentage than the percentage increase as tracked by the United States Department of Labor Consumer Price Index - Urban (CPI-U) for the previous 12-month period. In the event of extraordinary changes in market prices, the Contractor may request individual price increases. All price adjustment requests shall be submitted to the District Representative for approval at least ten (10) business days in advance of the proposed effective date of such changes. The District Representative will evaluate such requests and provide written approval/disapproval.

If any price reductions are announced during the contract period, Unified School District 500 shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the school district.

Note that evaluations of this bid for purpose of award shall consider the **maximum percentage** indicated below as the percentage to be used when extending projected costs over the cumulative five (5) year life of the contract in determining the total cost of the contract.

1. All prices shall be firm for the first year of the contract. A maximum increase of three (3%) percent per year. Markup on materials and sub-contractors (as applicable) shall remain the same for the life of the Contract.
2. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor or any Subcontractor hereunder, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Contractor must notify the Board of Education's Director of Physical Properties immediately in writing. In such event, the Board of Education reserves the right in its sole discretion, to either affirm the Contract, or cancel the Contract and hold the Contractor responsible for damages.
3. This Contract shall be construed according to the laws of the State of Kansas. The Contractor must be licensed and in good standing with the Secretary of State of the State of Kansas and all other local, State or Federal regulatory agencies as may be required by law or regulation.

4. Prices quoted in this Contract shall be firm and final. All prices shall reflect all applicable Federal, State, and Local fees and fuel adjustments and shall not include taxes, as the Board of Education is a tax-exempt organization.
5. The Board of Education reserves the right to split the award of any bid, to reject all or part of bids, to waive technical defects in bids, and to select bid(s) deemed most advantageous to the Board of Education. The Board of Education shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the bidder affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid. Bidders may bid on any portion of this Contract or on all items at their discretion.
6. Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of the Invitation to Bid must be made in writing and attached to the bid when it is submitted by the Contractor. Exceptions made in any other manner or form whether by omission or inclusion, shall not be included as a part of the resulting contract. Exceptions which are made by the Contractor and entered on the Contractor's bid proposal shall be deemed a part of the resulting Contract by a mutually executed Amendment to the Contract. Exceptions which are not incorporated as a part of said Amendment shall not be included in the Contract nor be binding upon the Board of Education and the requirements, conditions, specifications, and provisions of the Invitation to Bid shall prevail.
7. The Contractor shall be bound by its offer even though the offer is based on an erroneous calculation. The Contractor shall have no right to withdraw its offer after the response deadline based on an error in calculation of its offer.
8. The Contractor and Subcontractors, if any, performing or contracting to perform any duty contemplated by this Invitation to Bid shall keep themselves fully informed of all national, state and local laws, ordinances and regulations in any manner effecting the performance of this Contract, and shall at all times comply with such laws, ordinances and regulations. The failure to so comply on the part of the Contractor or any Subcontractor shall be deemed a default by the Contractor and shall entitle the Board of Education to terminate this Agreement upon ten (10) days' written notice.
9. Termination Due to Lack of Funding or Court Order: If, as a result of a reduction in the amount of funding available to the District by legislative enactment, inaction or court order, this Agreement shall be void with no further action required by either party. Termination of this Agreement under this provision shall not cause any penalty to be charged to District.
10. Contractor warrants that no officer or employee of the Board of Education, whether elected, appointed or employed, shall in any manner whatsoever be interested in or receive any benefit from the profits or benefits of this Contract. No official or employee of the Board of Education who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this Contract shall voluntarily acquire any personal interest, directly or indirectly in this Contract. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further warrants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Contract.

11. The Contractor understands and agrees that the Board of Education reserves and shall have the right to examine, inspect and audit, during reasonable office hours, the books and records of the Contractor pertaining to the finances and operation of the Contractor in the performance of this Contract.

TRASH DISPOSAL AND REMOVAL SPECIFICATIONS

- 1. The Contractor is expected to examine in advance the premises upon which the services are to be provided.**
2. The Contractor shall furnish and service exterior "drop-off" containers at the locations designated on Schedule A, attached hereto and incorporated herein. The exterior drop-off containers shall be placed flat on the ground in the space(s) provided with advice and consultation between the Board of Education and the Contractor. Rear load containers (2 and 4 yard) on casters permissible. Location, capacity (cubic yards), and frequency of pick ups/pulls by the Contractor are estimated in Schedule A of this solicitation. The Board of Education specifically reserves the right to alter the size of the container and to increase or decrease the number of pick-ups/pulls at each location based upon the amount of trash generated.
3. All pick-ups/pulls must be made after 6:00 PM and completed prior to 7:00 AM weekdays (Monday – Friday).

In areas where the container is in close proximity to private residences, no collection shall occur after 10:00 PM or before 6:30 AM.

Examples include:

- Rosedale Middle School
- Claude Huyck Elementary

Exceptions to the above pick up schedule are as follows:

- Transportation.....Tuesday and Thursday after 6:00 PM and before 5:00 AM;
- Art Lawrence Stadium.....On call basis for pick-up
- FL Schlagle Fieldhouse.....On call basis for pick-up
- FL Schlagle StadiumOn call basis for pick-up
- Main LibraryAfter 8:30PM and before 7:00AM;
- FL Schlagle High.....After 5:30AM and before 6:30AM;
- Wyandotte High Stadium (8 yard).....On call basis for pick up.

If pick-ups are missed or completed outside the designated times due to an inability or unwillingness to comply with contract requirements, **a penalty of \$100.00 per day may be assessed.**

4. Each external drop-off container shall be all steel construction, completely enclosed, and fire and rodent proof. The containers shall be maintained by the Contractor, clean, free from insects, vermin and offensive odors. The Contractor shall maintain the containers externally clean and well painted so as to present a well-maintained appearance. The containers shall comply with all local, State, and Federal regulations, if any. Containers which require maintenance must be replaced within one-week after notification from the Board of Education. **If containers are not replaced within the required week, a penalty of \$100.00 per week or portions of a week may be assessed until the dumpster is replace. Any limitation to per site requests for replacement should be specified in the bid submittal.**

5. The Contractor understands and agrees that any future implementation of a Waste Reduction and Recycling Program is intended to reduce the amount of trash generated throughout the School District. The implementation of the Waste Reduction and Recycling Program may result in limited trash reduction in the early periods of this Contract and greater reductions throughout the Contract term. The Contractor agrees with the Board of Education to reduce the frequency of pick-ups/pulls and the size of containers by authorization of the Director of Physical Properties throughout the term of this Contract.
6. The Contractor understands and agrees that during certain vacation schedules and summer vacation, the required number of pick-ups in the designated facilities is significantly reduced. The Contractor and the Director of Physical Properties shall mutually agree as to the required schedule during such times and the Contractor shall be paid only on the basis of the actual pick-ups/pulls agreed to by the Director of Physical Properties.
7. The Contractor agrees that extra or additional pick ups/pulls beyond those scheduled shall be made for the agreed upon bid price. Extra pick ups/pulls will be available on a on call basis by the Board of Education. If the Contractor receives notification by telephone prior to 10:00 AM, the pickup shall be completed prior to 4:00 PM of the same day. If the call is received by the Contractor after 10:00 AM, the pick-up/pull may be completed at any time prior to 7:00 AM on the day following the request.
8. To ensure good communication, the Contractor shall call the Facilities Department, (913) 627-3850, each day by 8:30 AM to report the status of the previous nights run. If the run has been completed with no complications, the report is "completed okay". If for any reason the Contractor is unable to provide service to any facility the previous night, the report will list the buildings not yet completed and the anticipated pick-up time. The Contractor and the Board of Education understand that from time to time such problems may arise, but the Contractor shall fully exercise its best good faith efforts to avoid such complications and to provide backup service possible. Missed pick ups and late pick ups may invoke the penalty mentioned in item #3. **Failure to make this required call each day may result in a penalty assessment of \$100.00 for each day.**
9. The Contractor shall exercise its good faith efforts to keep the parking areas near the placement of the drop-off containers neat and clean from debris and shall work cooperatively with the Board of Education where special problems arise.
10. The containers shall be emptied, picked-up/pulled by the Contractor in accordance with the estimated schedule in the quotation section of the Invitation to Bid, until and unless directed otherwise by the Board of Education. The Board of Education reserves the right to modify the scheduled number of pick ups/pulls and the size of containers based on the District's demonstrated needs. All quotations provided by the Contractor shall include any and all additional fees or charges including any rental fees for containers and any disposal or tipping fees for the disposal of materials contained therein.
11. Payments for trash removal and disposal services will be invoices to and paid by the Board of Education on a monthly basis immediately following the month in which the services are rendered. All invoices by the Contractor shall be for the actual pick-ups/pulls provided during the month and not on an estimated basis. Each invoice shall indicate the number of pick-ups/pulls and the size of container at each location for which payment is requested by the Contractor.

12. Contractor shall be responsible for all damages to any Board of Education property resulting from the Contractor's operations in the performance of this Contract, which damages shall be promptly paid or repaired at Contractor's sole expense. Contractor shall obtain the Board of Education approval before making any such repairs.
13. Throughout the term of this Contract, the Board of Education may request that the Contractor relocate, enlarge or reduce the size or location of the trash containers, and otherwise request that the Contractor provide like services at other Board of Education facilities under the terms, conditions, and prices of this Contract.
14. All bidders must have the ability within their office, to process all required paperwork for invoicing the District. This is to include, but not be limited, to timely issuance of invoices with proper backup to support the amount due. Invoices may be emailed in Portable Document Format (PDF) and all necessary support backup to the total amount due. Board of Education requests billing be broken out for each location. For each location, include the level of service (container size and frequency of collection) along with associated charges.
15. The only exception to the detailed pickup specifications would be when school is out of session, such as Holidays, Spring Break and Summer Break. This change in pick-ups would be submitted in writing.

BID SHEET FOR REFUSE DISPOSAL SERVICE

Director of Purchasing:

The undersigned, in compliance with your invitation for bids for refuse disposal service at the facilities of USD 500, Kansas City, Kansas having examined the notice to bidders and specifications, and the sites of the proposed work, and being familiar with all the conditions surrounding the proposed work, hereby propose to furnish all labor, materials, and equipment, and to perform the work in accordance with the contract documents at the prices stated below.

1st Year Contract Cost – Base Year \$ _____
(July 1, 2021 – June 30, 2022)

2nd Year (1st year base x _____ % = 2nd year base \$ _____
(July 1, 2022 – June 30, 2023)

3rd Year (2nd year base x _____ % = 3rd year base \$ _____
(July 1, 2023 – June 30-2024)

4th Year (3rd year base x _____ % = 4th year base \$ _____
(July 1, 2024 – June 30, 2025)

5th Year (4th year base x _____ % = 5th year base \$ _____
(July 1, 2025 – June 30, 2026)

Additional Charge for Each Overfilled Container \$ _____

Bidder's shall provide a schedule or list of any other possible charges related to the service as an attachment to this Bid Form.

Container Pricing

<u>Size</u>	<u>Cost per Pick up</u>
2 Yd.	\$ _____
4 Yd.	\$ _____
6 Yd.	\$ _____
8 Yd.	\$ _____
40 Yd. Roll Off Container rate for up to 8 tons	\$ _____

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: _____

**SCHEDULE A
UNIFIED SCHOOL DISTRICT #500**

Locations			
FACILITY	ADDRESS/ZIP	Size of Container	Pick-Ups per Week
Harmon HS	2400 Steele Rd., 66106	8YD	5
		2YD	5
		4YD	On Call
Art Lawrence Stadium	1808 S 22 nd St., 66106	8YD	On Call
Schlagle HS	2214 N. 59th St., 66104	6YD	5!
		6YD	5!
		2YD	On Call
		2-Roll Offs	On Call
Sumner Academy	1610 North 8th, 66101	6YD	5
		6YD	5
Washington HS	7340 Leavenworth Rd., 66109	8YD	5
		8YD	5
		8YD	5
		8YD	5
Wyandotte HS	2501 Minnesota Ave., 66102	8YD	5
		8YD	5
		8YD (Football Stadium)	On Call
Argentine MS	2123 Ruby, 66106	8YD	5
		8YD	3-MWF
Arrowhead MS	1715 N. 82nd St., 66112	6YD	3-MWF
		6YD	5
Central MS	925 Ivandale, 66101	8YD	5
		8YD	1-Wed
Gloria Willis MS	1735 N. 64th Terr., 66102	8YD	3-MWF
		8YD	5
Eisenhower MS	2901 N. 72nd St., 66109	6YD	3-MWF
		8YD	5
Carl Bruce MS	2100 N. 18th, 66104	8YD	3-MWF
		8YD	3-MWF
Rosedale MS	3600 Springfield, 66103	8YD	5
		8YD	5
Banneker Elementary	2026 N. 4th St. 66101	6YD	5
		2YD	3-MWF
Caruthers Elementary	1100 Waverly, 66104	4YD	5
Claude Huyck Elementary	1530 N. 83rd St., 66112	6YD	5
Douglass Elementary	1310 N. 9th, 66101	8YD	5
Emerson Elementary	1429 S. 29th St., 66106	8YD	5
Eugene Ware Elementary	4820 Oakland, 66102	8YD	3-MWF
Francis Willard Elementary	3400 Orville, 66102	8YD	5

Locations			
FACILITY	ADDRESS/ZIP	Size of Container	Pick-Ups per Week
Frank Rushton Elementary	2605 W. 43rd Ave., 66103	8YD	3-MWF
Grant Elementary	1510 N. 4th St., 66101	8YD	5
Hazel Grove Elementary	2401 N. 67th St., 66104	8YD	5
		4YD	5
John Fiske Elementary	625 S. Valley, 66105	8YD	5
John F. Kennedy Elementary	2600 N. 72nd St., 66109	8YD	5
Lindbergh Elementary	641 N. 57th St., 66102	6YD	3-MWF
Lowell Brune Elementary	2220 N.89 th Terr, 66109	8YD	3-MWF
Mark Twain Elementary	2300 Minnesota Ave., 66102	8YD	5
McKinley Elementary	1301 Armstrong, 66102	8YD	5
ME Pearson Elementary	310 N. 11th St., 66102	6YD	5
		6YD	5
New Chelsea Elementary	2500 Wood, 66104	8YD	5
		2YD	5
New Stanley Elementary	3604 Metropolitan, 66106	6YD	5
Noble Prentis Elementary	2337 S. 14th., 66103	6YD	5
Quindaro Elementary	2800 Farrow, 66104	6YD	5
Silver City Elementary	2515 Lawrence Ave., 66106	6YD	5
Stony Point North Elementary	8200 Elizabeth, 66112	8YD	5
Stony Point South Elementary	150 S. 78th St., 66111	8YD	5
TA Edison Elementary	1000 Locust, 66103	8YD	3-MWF
Welborn Elementary	5200 Leavenworth Rd., 66104	8YD	5
		4YD	3
Whittier Elementary	295 S. 10th St., 66102	8YD	5
		4YD	3-MWF
West Park Elementary	2600 N. 43rd Terr., 66104	8YD	3-MWF
		8YD	3-MWF
Earl Watson ECC	6611 Waverly, 66104	8YD	5
KCKECC	1708 N. 55th St., 66102	8YD	5
Morse	912 S. Baltimore, 66105	6YD	3-MWF
Bridges/Wyandotte	3101 N. 10th St., 66104	8YD	3-MWF
Fairfax	3016 N. 9th St., 66104	4YD	3-MWF
Library - Main	625 Minnesota Ave., 66101	8YD	5*
Library - West	1737 N. 82nd St., 66112	4YD	3-MWF
Library - South	3104 Strong Ave., 66106	6YD	5
Art Lawrence Stadium	22nd & Lawrence St., 66106	8YD	On Call
Central Office	2010 N. 59th St., 66104	8YD	5
		8YD	5
NCO	2220 N. 59th St., 66104	8YD ^{Dock Area}	5
		8YD	2 M/TH

Locations			
FACILITY	ADDRESS/ZIP	Size of Container	Pick-Ups per Week
		6YD	2-M/TH
		Roll OFF	On Call
USD #500 Central Kitchen	5604 State Ave., 66104	34YD COM	1-W
Parker	3334 Haskell, 66104	Roll Off	On Call
Activity Center Schlagle Stadium	1428 Meadowlark Lane, 66102	4YD	On Call
Storeroom	1112 Cheyenne Ave	8YD	5
Transportation North	6126 Parallel Pkwy., 66104	6YD	2 TU/TH‡
Transportation South	1528 Meadowlark Lane	8YD	5

EXCEPTIONS:

- * Pick up after 8:30PM at this location.
- † Times for pick up EACH DAY: 8:30AM and 2:00 PM.
- ‡ Pick up Tuesday and Thursday, before 5:00AM at this location.
- ! PICK UP AFTER 5:30AM AND BEFORE 6:30AM AT THIS LOCATION.

ATTACHMENT B – 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 documents.
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 free 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.

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
<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.

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. NON-DISCRIMINATION OF EMPLOYMENT

The Contractor and his subcontractors will not discriminate based on affected group status with respect to sex, age, or Handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the Contractor and his subcontractor shall not discriminate.

- A. Against recipients of service on the basis of race, color, religion, national origin, handicap or age.
- B. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
- C. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 years of age and where such contractor employs at least 20 employees.
- D. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era Veteran.

The Contractor and subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, and selection for training, including apprenticeship. The Contractor and his subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other

agreement. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the District an affirmative action program. For the purpose of this section, an "Affirmative Action Program" means positive action to influence all employment practices, including, but not limited to, recruiting, hiring, promoting and training to provide equal employment opportunity regardless of race, color, sex, national origin, religion, age, disabled and/or handicapped qualified status.

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.

AGREED TO:

BY:	_____	DATE	_____
TITLE:	_____	FIRM:	_____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"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."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.