



# 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)

## SCHOOL BUS CAMERA SYSTEMS – 2020

**BID No: IFB 20-017      ISSUE DATE: SEPTEMBER 1, 2020**

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 **2:00 PM., September 16, 2020**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

### Contact/Technical Contact:

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

### BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED.

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 20-017 School Bus Camera Systems**

**Time: September 16, 2020 02:00 PM Central Time (US and Canada)**

Join Zoom Meeting

<https://us02web.zoom.us/j/81933962553?pwd=SVR0TXRidzNWczg3M05jdHcxMnJkQT09>

Meeting ID: 819 3396 2553

Passcode: 032793

One tap mobile

+12532158782,,81933962553# US (Tacoma)

+13462487799,,81933962553# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 819 3396 2553

Find your local number: <https://us02web.zoom.us/j/81933962553?pwd=SVR0TXRidzNWczg3M05jdHcxMnJkQT09>

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 manufacturer/model number/delivery days, and unit price on each item or bid may be determined to be non-responsive.**

- Pricing shall be FOB Kansas City, KS (freight and fuel expenses included).
- Award will be to ONE vendor.
- Removal of Existing Equipment is Required.
- 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 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.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- 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.

Reference Attachment A for further Bid Conditions and Instructions

**Specifications:**

**The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other make or model of comparably equipped item of the same class designation. Any substitute must be approved in advance by the District.**

**Required Hardware**

<b>Quantity = 130 General Education Buses</b>	<b>Quantity = 70 Special Education Buses</b>
1 x 6 Channel DVR	1 x 4 Channel DVR
1TB Hard Drive	500GB Hard Drive
Passive GPS	Passive GPS
Signals harness & Event Marker/Diagnostic Button	Signals harness & Event Marker/Diagnostic Button
1 x Interior Dome Camera 2.8mm lens (forward-facing out windshield)	1 x Interior Dome Camera 2.8mm lens (forward-facing out windshield)
1 x 6" Camera Mounting Post for windshield	1 x 6" Camera Mounting Post for windshield
3 x Interior Ultrawide Camera 1.72mm lens 20' Harness (cross view)	1 x Interior Ultrawide Camera 1.72mm lens 20' Harness (cross view)
2 x Interior Ultrawide Camera 1.72mm lens 50' harness (cross view)	1 x Interior Ultrawide Camera 1.72mm lens 50' harness (cross view)
Steel DVR Enclosure & all wiring	Steel DVR Enclosure & all wiring
(Cross view Configuration to maximize view into high seats)	(Cross view Configuration to maximize view into high seats)
Provide installation, training, maintenance and all work performed as part of this project.	Provide installation, training, maintenance and all work performed as part of this project.
<b>Accessories</b>	
Viewing software w/Blurring, Pan-Zoom & Map Based Archive	
1 x Hard Drive Docking station	
1 x Viewing Monitor to connect with DVR & Camera Heads	

<b>6 Channel DVR Minimum Requirements</b>	<b>Yes</b>	<b>No</b>
Dual Streaming with 2 information streams for high- & low-resolution playback.		
The DVR must be capable of recording 1080p @ 15 FPS per channel on all 6 channels of video simultaneously in the primary stream.		
The DVR must be capable of recording @ 5 FPS per channel on all 6 channels of video simultaneously in the secondary stream (360X240).		
The DVR must support recording of all cameras at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.		
Passive GPS module must not use a camera port, and may be activated for Live GPS with hardware add-on and Cellular Data.		
Min 500GB hard drive (capable up to 2TB of storage)		
Wi-Fi Ready - Must include Ethernet network port for connection to a Local Area Network (LAN) or wireless modem.		
Dual Event Marker & Diagnostic Button. Large lighted Diagnostic/ Alarm button to clearly indicate camera system is recording and easily allows the driver to activate the alarm.		
The DVR must be capable of integrating with Smart Reach Cellular for an all-in-one wireless video download, live GPS and video streaming, and mobile hotspot solution.		
The DVR must have a local user interface accessible using a mouse connected to a USB port on the front panel together with a monitor connected to a local video out.		
The DVR must have a local web interface accessible using a browser operating on a portable computer connected to an Ethernet port on the front of the DVR.		
The DVR shall support configurable display titles for the recorder and cameras.		
The DVR shall upon activation of user configurable signal or alarm condition, support changing the normal display to an alarm display showing either a single selected camera or all cameras for a timed duration.		
The DVR must support Geo-fencing which would deliver alerts when a vehicle deviates from a specific geographic boundary.		
The DH4 DVR shall employ a cryptographic algorithm to mark video surveillance data as it is originally written to media and shall provide a validation method capable of detecting if that data has been tampered or change from the original.		
The DVR must have a Smart-Temp power-up protection to not start recording until a safe internal temperature is reached -30 to 50°C (-22 to 122°F).		
The DVR must have a built-in fan (reversed to draw clean filtered air into DVR) with field-replaceable filter.		
The DVR must have Smart-Start power-up protection to prevent damage from voltage transients.		
The DVR must have SuperCaps protection against video loss in case of sudden power disruption such as during an accident.		
The DVR must be able to receive a firmware upgrade in field as well as wireless upgrade capability.		
The DVR must have three (3) years warranty on parts, repair labor and hard drives.		
The DVR must be scalable to support integrated Wireless Video Download, Live GPS, Live Streaming, and Student Ridership & Web Based Routing using a single software interface.		
The DVR must be scalable to support wireless video management software with the following functionality: <ul style="list-style-type: none"> <li>- Multi-user, multi-site, cloud-based enterprise class application</li> <li>- Pull the DVR health status, and alarm list, create the archive job list, and process the job queue</li> <li>- Download video and telemetry data from DVRs on multiple vehicles at the same time</li> <li>- Search for an alarm or event by a geographic zone; either pre-defined in the software or can be created on-demand by choosing up to eight points on a map</li> <li>- Schedule recurring video downloads at certain time by week and month</li> </ul>		

4 Channel DVR Minimum Requirements	Yes	No
Dual Streaming with 2 information streams for high- & low-resolution playback.		
The DVR must be capable of recording 1080p @ 30 FPS per channel on all 4 channels of video simultaneously in the primary stream.		
The DVR must be capable of recording @ 5 FPS per channel on all 4 channels of video simultaneously in the secondary stream (360X240).		
The DVR must support recording of all cameras at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.		
Passive GPS module must not use a camera port, and may be activated for Live GPS with hardware add-on and Cellular Data.		
Min 500GB hard drive (capable up to 2TB of storage)		
Wi-Fi Ready - Must include Ethernet network port for connection to a Local Area Network (LAN) or wireless modem.		
The DVR shall include a built-in 802.11 Wi-Fi network card supporting 5 GHz AC, A, and N modes plus 2.5 GHz BGN modes.		
The DVR built-in Wi-Fi card shall not hinder use of external wireless options.		
The DVR shall support connection of up to two Wi-Fi antenna and the multiple-input and multiple-output (MIMO) method of increasing speed of the Wi-Fi radio link		
Dual Event Marker & Diagnostic Button. Large lighted Diagnostic/ Alarm button to clearly indicate camera system is recording and easily allows the driver to activate the alarm.		
The DVR must be capable of integrating with Smart Reach Cellular for an all-in-one wireless video download, live gps and video streaming, and mobile hotspot solution.		
The DVR must have a local user interface accessible using a mouse connected to a USB port on the front panel together with a monitor connected to a local video out.		
The DVR must have a local web interface accessible using a browser operating on a portable computer connected to an Ethernet port on the front of the DVR.		
The DVR shall support configurable display titles for the recorder and cameras.		
The DVR shall upon activation of user configurable signal or alarm condition, support changing the normal display to an alarm display showing either a single selected camera or all cameras for a timed duration.		
The DVR must support Geo-fencing to deliver alerts when a vehicle deviates from a specific geographic boundary.		
The DH4 DVR shall employ a cryptographic algorithm to mark video surveillance data as it is originally written to media and shall provide a validation method capable of detecting if that data has been tampered or change from the original.		
The DVR must have a Smart-Temp power-up protection to not start recording until a safe internal temperature is reached -30 to 50°C (-22 to 122°F).		
The DVR must have a built-in fan (reversed to draw clean filtered air into DVR) with field-replaceable filter.		
The DVR must have Smart-Start power-up protection to prevent damage from voltage transients.		
The DVR must have SuperCaps protection against video loss in case of sudden power disruption such as during an accident.		
The DVR must be able to receive a firmware upgrade in field as well as wireless upgrade capability.		
The DVR must have three (3) years warranty on parts, repair labor and hard drives.		

<b>4 Channel DVR Minimum Requirements</b>	<b>Yes</b>	<b>No</b>
The DVR must be scalable to support integrated Wireless Video Download, Live GPS, Live Streaming, and Student Ridership & Web Based Routing using a single software interface.		
The DVR must be scalable to support wireless video management software with the following functionality: <ul style="list-style-type: none"> <li>- Multi-user, multi-site, cloud-based enterprise class application</li> <li>- Pull the DVR health status, and alarm list, create the archive job list, and process the job queue</li> <li>- Download video and telemetry data from DVRs on multiple vehicles at the same time</li> <li>- Search for an alarm or event by a geographic zone; either pre-defined in the software or can be created on-demand by choosing up to eight points on a map</li> <li>- Schedule recurring video downloads at certain time by week and month</li> </ul>		

<b>Interior Ultrawide Camera 1.72mm lens (cross view)</b>	<b>YES</b>	<b>NO</b>
The camera shall provide a video stream of 1920x1080 pixels (1080p). Video streams of lower resolution are not acceptable.		
The camera shall have a 2 MP sensor.		
The camera shall have a 0 lux light sensitivity with infrared illumination turned on for a black and white image, to enable viewing of objects and people in complete darkness.		
The camera shall have a true day night feature that is supported by an IR cut filter.		
The camera shall include 4 IR illuminators that automatically switch on or off depending on the surrounding illumination level.		
The camera shall have the placement of the infrared LEDs outside of the lens viewing window to prevent reflections from occurring.		
The camera shall have an electronic iris that operates from 1/30 to 1/50,000 of a second, to provide proper exposure at all light levels. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.		
The camera shall support an Ultrawide horizontal viewing angle of at least 171°.		
The camera shall have a Hi-Fi audio & mechanically isolated microphone.		
The camera shall operate over a temperature range of -4°F to 122°F (-20° C to 50°C) and have an environmental rating of IP67 or better.		
The camera shall have a 3-year warranty.		

<b>Interior Dome Camera 2.9mm lens (Forward-facing out windshield)</b>	<b>YES</b>	<b>NO</b>
The camera shall provide a video stream of both 1920x1080 pixels (1080p) or 1280x720 (720p). Video streams of lower resolution are not acceptable.		
The camera shall have a 2.1 MP sensor.		
Adjustable lens bracket with 360 degree pan and 90 degree tilt in order to produce a vertically erect image, whether the dome is mounted on a horizontal surface		
The camera assembly shall be equipped with connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera		
Back Light Compensation		
UV protected vandal proof dome		

<b>Interior Dome Camera 2.9mm lens (Forward-facing out windshield)</b>	<b>YES</b>	<b>NO</b>
3D Rotating Gimbal		
The camera shall have an electronic iris that operates from 1/30 to 1/30,000 of a second, to provide proper exposure at all light levels. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.		
The camera shall have a Hi-Fi audio & mechanically isolated microphone.		
The camera shall operate over a temperature range of -4°F to 122°F (-20° C to 50°C) and have an environmental rating of IP67 or better.		
The camera shall have a 3-year warranty.		
6" Mounting post to avoid obstacles on the windshield		

<b>Playback Software Minimum Requirements</b>	<b>YES</b>	<b>NO</b>
Simple – 3 step archives <ul style="list-style-type: none"> <li>• Select start/end time</li> <li>• Click archive</li> <li>• Select file format, name the file &amp; save</li> </ul>		
Supports archiving in proprietary & non-proprietary formats. Includes exe. file (self playing) that is tamperproof & admissible in court.		
Multi-search functionality <ul style="list-style-type: none"> <li>• Map Path</li> <li>• Calendar date &amp; time</li> <li>• Alarmed Events</li> <li>• Day/Hour search bar</li> </ul>		
Map Based archive - Mapping functionality should be able to display an entire day's GPS track without having the need to first playback the video. This will permit the user to archive or playback video based on a location in the GPS track.		
Video 'zoom viewing' and pan during video playback. This allows closer examination of any part of the viewing area.		
Blurring on moving video with multi camera view and archive.		
The ability to segregate audio channels from the camera microphone that is closest to the suspected problem for the clearest audio.		
Event Marked Video does not have to be downloaded for the Hard Drive to continue recording and does not need to be reformatted. Hard drive will continuously repeat & record over oldest video first.		
Playback software belongs to the purchaser and may be downloaded to as many computers as needed. (No additional programs need to be purchased)		
Archive all cameras, (or single camera) signals & GPS simultaneously.		
Rapid video download.		
Shows the exact time a driver begins & ends their routes Route map may be printed.		
Events or alarmed video can be searched by date & time with alarmed events in red and a direct link to the recorded event.		

<b>Service and Support Minimum Requirements</b>	<b>YES</b>	<b>NO</b>
Furnish all equipment, cabling, hardware and other materials necessary to install surveillance system for school buses.		



Service and Support Minimum Requirements	YES	NO
Provide installation, training, maintenance and all work performed as part of this project.		
Technical support shall be provided within 24 hours of the initial request.		
Provide a toll-free technical support line at no charge to the district, for life of ownership.		
Provide an authorized service/support location within 20mi of the District.		
Provide a dedicated customer support contact.		

**BID FORM**

**6 Channel DVR**

<b>REQUIREMENT (QUANTITY 130)</b>	
Manufacturer:	
Model:	
<b>PRICING</b>	
Unit Cost	\$
Removal and Disposal of Existing Equipment	\$
Installation Cost per Unit	\$
<b>Total Cost</b> (Unit Cost + Installation Cost x 130 Units = Total Cost)	\$

**4 Channel DVR**

<b>REQUIREMENT (QUANTITY 70)</b>	
Manufacturer:	
Model:	
<b>PRICING</b>	
Unit Cost	\$
Removal and Disposal of Existing Equipment	\$
Installation Cost per Unit	\$
<b>Total Cost</b> (Unit Cost + Installation Cost x 130 Units = Total Cost)	\$

**COST FOR ALL UNITS**

Total Cost for 130 - 6 Channel DVR	\$
Total Cost for 70 - 4 Channel DVR	\$
<b>Total Cost</b> (Total Cost for 130 Six Channel + Total Cost for 70 Four Channel = Total Cost for All Units)	\$

**Lead Time to Delivery**

From the date of receipt of order, what is the estimated lead time to delivery?	Days
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**Diversity Designation(s)**

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

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. 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.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.

24. **HOLD HARMLESS:** The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
- (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
- (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. **INSURANCE:** Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

- A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
  - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
  - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
  - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
  - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
  - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
  - (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.  
For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
    - (a) Best's Rating not less than A, and
    - (b) Best's Financial Size Category not less than Class VII
  - (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

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

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

Worker's Compensation.....Statutory

Employer's Liability

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

**C. Comprehensive General Liability Insurance**

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

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

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

D. Automobile Liability Insurance

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

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

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

E. Commercial Crime insurance (when applicable)

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

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

27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)

- A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
- B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

29. DISQUALIFICATION:

A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:

1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
2. Bidder's tendered bid is not received on the District's bid form;
3. Bidder's tendered bid is not signed;
4. Required bid bond is not furnished at time of bid opening;
5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.

B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:

1. Refusal of the bidder to complete a contract or bid;
2. Bidder's past history of late deliveries or partial/incomplete shipments,
3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.

30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

31. **INCLEMENT WEATHER / EMERGENCY:**

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