



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

SUMMER PAINTING PROJECTS – 2022

BID NO:	IFB 22-006	ISSUE DATE:	MARCH 4, 2022
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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 **10:00 AM., March 15, 2022** 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.

PRE-BID CONFERENCE (Non-Mandatory)

Date: March 10, 2022

Time: 10:00 AM

Location: Shop Office

North Central Office

Suite 229

Kansas City, KS 66104

Information: At which time a pre-bid meeting will be held. Pre-bid meeting is non-mandatory.

Contact/Technical Contact:

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

BID INSTRUCTIONS:

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

Per attached specifications listed in this invitation to bid. Bidders must specify 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 may be to more than one vendor, at the sole discretion of the District.

- 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 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

A. PROJECT DESCRIPTION AND REQUIREMENTS.

Enclosed are the specifications for Summer Painting Projects – 2022. The contract will be awarded on the lowest responsible bid for the work listed. The contract may be awarded to one contractor, OR may be awarded to multiple contractors, at the sole discretion of the District.

Your attention is called to the insurance requirements, and nondiscrimination in employment. A copy of the insurance requirements and a copy of the nondiscrimination in employment with the affidavit to be signed are in the specifications.

Please mark the outside of your envelope containing the sealed bid **SEALED BID, "Summer Painting Projects – 2022"**.

The successful bidder will be required to submit a breakdown of cost for each item.

Prior to beginning work, the contractor shall meet with personnel of the Facilities Department to develop a work schedule. It is necessary for the School District to reserve the right to change such work schedules, if necessary, to coordinate with other services and scheduled School District activities. The contractor will be required to designate a capable Foreman authorized to make decisions and be present at the job site(s) at all times, if needed.

The School District reserves the right to reject any and all bids.

Bidders are required to inspect the grounds and be familiar with existing conditions.

B. BID FOR SUMMER PAINTING PROJECTS – 2022.

TO:

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

The bidder, in compliance with the invitation for bid for Contract for **"Summer Painting Projects – 2022"**, for work in accordance with the specifications prepared by the Kansas City, Kansas Facilities Department, and having examined the specifications with related documents and the site of the proposed work, and being familiar with all the conditions pertaining to the construction and servicing of the proposed equipment, including the availability of materials and labor, hereby proposes to furnish all labor and supplies to service, repair and install new equipment at the School District in accordance with the contract documents, within the time set forth herein at the prices stated below. These prices are to cover all expenses including taxes, incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder acknowledges receipt of the following addenda:

Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____

In the following bid, the amounts shall be shown in both words and figures. In case of discrepancy between the words and the figures, words shall govern.

The bidder agrees to furnish all labor, tools, and equipment required to perform a service contract for Summer Painting Projects for the period: **June 1, 2022 to July 30, 2022.**

BASIS OF AWARD.

The Kansas City, Kansas School District reserves the right to reject any or all bids, in whole and/or in part. All bidders must agree that any such rejection shall create no liability on the part of the Kansas City, Kansas School District, because of such rejections, and the filing of any bid in response to this notice shall constitute an agreement of the bidder to these conditions.

The Bid shall include all cost associated to perform this Summer Painting Projects contract.

CONTRACT LENGTH.

The contract is for the period June 1, 2022 through July 31, 2022, and may be extended at the sole discretion of the Kansas City, Kansas Public Schools.

CANCELLATION OF CONTRACT.

Cancellation of the Summer Painting Projects – 2022, contract by the Kansas City, Kansas School District shall require ten (10) days prior written notice to the Contractor unless both parties have agreed upon another date.

KANSAS CASH BASIS LAW.

This agreement is subject to the **Kansas Cash Basis Law, K.S.A. 10-1101.** Any automatic renewal of the terms of this agreement shall create no legal obligation to purchase on the part of the Kansas City School District. The Kansas City, Kansas School District is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from funds budgeted and appropriated for the purpose during the Kansas City, Kansas School District's current budget year.

BIDDER ACKNOWLEDGMENTS.

The bidder declares that he has had an opportunity to examine the site(s) of the work and he/she has examined the contract documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked this bid and the materials, equipment and labor required thereunder; the cost thereof; and his/her figures therefore; and hereby states that the amount, or amounts, set forth in this bid is, or are, correct and that no mistake or error has occurred in this bid, or in the bidder's computations, upon which this bid is based, and the bidder agrees that he will make no claim for reformation, modifications, revisions or correction of this bid after the scheduled closing time for the receipt of bids.

In submitting a bid, it is agreed that it may not be withdrawn for a period of sixty **(60)** days after the scheduled closing time for receipt of bids.

INTERPRETATIONS.

No oral interpretations will be made to any bidder as to the meaning of the specifications. Every request for any interpretations shall be made in writing and addressed and forwarded to the School District's Facilities Department, 2220 N. 59th Street, Kansas City, KS 66104. Every interpretation made to bidders will be in the form of an addendum and will be sent as promptly as is practical to all persons to whom specifications have been issued. All such addenda shall become part of the contract documents.

EXAMINATION OF SITE, ETC.

Bidder must carefully examine the entire site(s) of the work and shall make all necessary investigation to inform themselves thoroughly as to the facilities available and to inform themselves thoroughly as to all the difficulties involved in the completion of all work in accordance with the specifications hereto attached. Bidders are also required to examine all maps, plans and data mentioned in the specifications as being on file in the Facilities Department/Shop Office, for examination by bidder. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of said contract, specifications, and plans, nor will be accepted as a basis for any claims whatsoever for extra compensation.

BIDDER'S CERTIFICATE.

He/she has not directly or indirectly induced or solicited any other bidder to put in false or sham bid.

He/she has not solicited or induced any person, firm, or corporation, to refrain from bidding.

He/she has the equipment and staff (office and site) to manage and perform all aspects of this contract and **NOT subcontract any portion of the contract to a third party.** The office staff shall have the ability to respond to all written documents and billing procedures to support the site staff for this contract.

He/she has not sought, by collusion or otherwise, to obtain for himself any advantage over any other bidder or over the School District.

END OF SPECIAL CONDITIONS

C. SPECIAL PROJECT CONSIDERATIONS

1. **WORK SCHEDULE.** the District requires that all properties to be completed within a five (5) day timeframe. Coordination of weekend painting must be done with the KCKPS foreman.
2. **LOCATION OF WORK.** All schools and libraries that require painting under this Summer Painting Projects – 2022 contract are located throughout the Kansas City, Kansas Public School District.

3. **USE OF PREMISES.**

Access: Means of access to the work area shall be directed by the School District's Representative. Keys will be provided where areas are locked, but all areas **MUST BE LOCKED WHEN WORK IS COMPLETED.**

Parking: Contractor's employee parking shall be on public streets or where directed by the School District's Representative. No driving and/or parking will be allowed on any sidewalk or grass area adjoining the project site. If it is absolutely a necessity to drive on the sidewalk or grass area to deliver equipment, supplies, etc., the contractor shall contact Shop Office beforehand at (913) 627-3850. Contractor will leave the vehicle(s) there only long enough to unload or load and then remove vehicle as quickly as possible.

Storage of Materials: Contractor shall temporarily store all materials within the project limits. Contractor shall confine apparatus, materials and the operation of workers to the location established by the School District's Representative and shall not unreasonably encumber the premises with materials.

Utilities: Electrical power required for operation may be obtained without cost to the contractor from existing utilities at locations designated by the School District's Representative, **Kurt Wagner**, Assistant Director of Physical Properties. Provisions for obtaining the power, including temporary extensions, shall be furnished and maintained by the contractor and upon completion of the work, such extensions shall be removed, and any damage caused by the use of such extensions shall be repaired to the satisfaction of the School District's Representative at no extra cost to the School District.

4. **SCHOOL DISTRICT'S SMOKING POLICY.** No Smoking is allowed inside any District building or **within 200 feet of a School District building.**
5. **PAYMENT.** A monthly payment will be made to the painting contractor upon final completion and acceptance of the work by the School District's Representative and upon receipt of billing from the contractor for work completed and accepted by School District's Representative. The contractor shall submit to the school district an invoice without the District's issued Purchase Order Number on said invoice.

NOTE: The Contractor is not authorized to perform work beyond the amount specified by the purchase order. If the cost goes over the purchase order amount

without the consent of the School District Representative, the additional cost overrun will be the contractor's responsibility.

- 6. NON-COMPLIANCE WITH CUTTING SCHEDULE. Contractor will strictly adhere to cleaning schedule.** The School District will not authorize payment of any invoice submitted for payment of any site that is not 100% done to the satisfaction of the school district per the schedule.
- 7. PERFORMANCE OF WORK BY THE SERVICE CONTRACTOR.** The Service contractor who performs work involving this trade classification for the School District shall be self-performing, from within their own organization/company, for work to be performed under this service contract. The **contractor shall not assign work** of this service contract, nor subcontract the whole of this service contract, nor any portions of this service contract to another sub-contractor. Any work which involves another trade classification shall be allowed to be sub-contracted ONLY with prior approval by the School District Representative.
- 8. SCHOOL HOURS (To be verified with District).**
During the School Year – School Hours: 7:30 a.m. to 4:00 p.m. M-F
Summer Administration/Summer School Hours: 7:00 a.m. to 3:30 p.m. M-F
- 9. CITY LICENSE FOR KANSAS CITY, KANSAS.**
Contractor shall be licensed and bonded to work in Kansas City, Kansas (if applicable).

D. INSURANCE REQUIREMENTS

1. CONTRACTOR'S INSURANCE.

The contractor shall not commence work under this service contract until he has obtained and submitted to the Maintenance Department a "Certificate of Insurance" for all insurance required under this article and such insurance has been approved by the School District's Representative; nor shall the contractor allow any subcontractor to commence work on his subcontracts until all similar insurance required of the subcontractor has been obtained and approved.

The contractor shall not be required to provide fire and extended coverage (Builder Risk Completed Valve Form) to protect the School District's and contractor's interest due to loss from damage to materials and labor under this service contract at the building site from fire, hail, wind, and storm, etc. The contractor shall, however, provide and maintain during the life of the service contract and until final duration date of the service contract insurance acceptable to the School District, which will afford protection and coverage in accordance with the following requirements.

2. WORKER'S COMPENSATION INSURANCE.

Worker's compensation insurance for all its employees doing work for the School District, and, in case any work is sublet. The contractor shall require any insurance for all his employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the work is not covered under the worker's compensation statute, the contractor shall provide and shall cause

each subcontractor to provide Employer's Liability Insurance covering these employees. Worker's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Kansas.

3. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect contractor, the school district and any subcontractor performing work covered by this service contract from claims for damage for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contractor including all trucks and automobiles used, whether owned or not, and whether such operations be by the contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

A. Public Liability and Property

Damage Bodily injury:

Each person.....	\$1,000,000
Each accident.....	\$1,000,000
Property damage:	
Each accident.....	\$1,000,000
Aggregate.....	\$1,000,000

B. Automobile Public Liability and Property

Damage Bodily injury:

Each person.....	\$1,000,000
Each accident.....	\$1,000,000
Property damage:	
Each accident.....	\$1,000,000
Aggregate.....	\$1,000,000

4. SATISFACTORY COVERAGE.

Such insurance coverage shall be written by a company authorized to do business in the State of Kansas and the form and content of the policies and the companies issuing the same shall be subject to the approval of the Kansas City, Kansas School District USD 500. In the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the School District, the contractor shall secure other policies or certificates in form and amount and with companies satisfactory with the School District. The contractor shall not cause any policies to be canceled or permit them to lapse and all policies shall include a clause to the effect that the policies shall not be canceled or changed until ten (10) days after the School District has received written notice as evidenced by the return receipt of a registered letter. It is understood and agreed that the insurance required by the provision of this article is required in the public interest and that the School District does not assume any liability for acts of the contractor, any subcontractor or their employees in the performance of this service contract. The policies shall be so written as to name the School District as an additional insured under the policies.

5. PROOF OF INSURANCE.

Certificates of Insurance shall contain true transcripts from the policy, authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein before.

E. 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 that restrictions relate to the bona fide occupational qualifications. Specifically, the contractor and his subcontractor shall not discriminate:

- Against recipients of service on the basis of race, color, religion, national origin, sex, handicap or age.
- Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
- 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.
- 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 subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other agreements. The contractor and his subcontractors shall have developed, implement, maintain and submit in writing to the School 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.

F. SCOPE OF WORK.

1. Contractor shall furnish all labor, materials, and equipment, and shall do all things necessary to provide requested Summer Painting Projects.
2. The work shall include everything requisite and necessary to finish the work properly, notwithstanding that every item of labor and/or materials, accessories, or equipment required to perform the required work may not be specifically mentioned.
3. The contractor is to list the painting projects for each location listed. The bidder shall bid on all identified sites listed within the specification/bid document.

4. Work shall be limited to only that requested by the School District's Representative and shall not be expanded without specific permission from the School District's Representative.

G. TECHNICAL REQUIREMENT.

1. It will be the responsibility of the painting contractor to REMOVE ALL PAPER, TRASH AND OTHER TYPES OF DEBRIS FROM PAINTED AREAS PRIOR TO CLEANING. Prior to leaving site, the contractor shall remove all trash from the sites that is picked up.
2. *Note: If for some reason the entire site cannot be completed on the scheduled day, the painting contractor shall make sure that the entire site is cleaned before leaving and return the next day to complete the cleaning. Again, the painting contractor shall not leave the site until the entire site is cleaned.*
3. The painting contractor shall report any damage to areas of each specific area of that sites location, etc. immediately to the Director of Physical Properties and/or the Grounds Foreman.
4. The cleaning contractor shall be required to clean each particular site before they are scheduled before being allowed to start another site. The cleaning contractor shall notify the Foreman that a group has been completed and the site will be inspected to assure that the work has been performed in accordance with these specifications.
5. The Kansas City, Kansas School District shall determine the number of times any site will be cleaned.
6. The Kansas City, Kansas School District reserves the right to modify these specifications as dictated by site usage, School District budget, or any other conditions.
7. The Director of Physical Properties, or his assignee from the Kansas City, Kansas School District USD #500, must approve any deviations from this bid specification.
8. The painting company employees shall wear a tee shirt with the company logo for identification purposes. All shirts, tee shirts must be worn while on District property. No tank tops shall be worn, or absence of shirts shall be allowed.

H. QUALITY ASSURANCE.

1. Codes and Standards:
 - All work completed shall be in accordance with all Local and State codes and standards.
 - All sub-standard work shall be corrected at no additional cost to the School District.

- I. LIABILITY.** The contractor shall be responsible for all the repairs and/or replacement of all materials, equipment, parts, etc., which is damaged or lost resulting from improper workmanship, neglect, or abuse by the contractor's employees.

- J. NONCOMPLIANCE OF CONTRACT.** If, upon determination of the School District's Representative, the contractor is not providing quality expedient service, the School District reserves the right to cancel, at any time the service contract.

- K. EXECUTION OF WORK.** Upon notification by the School District's Representative, the contractor shall meet with the Contractor to explain the scope of work and to determine the required supplies, materials, equipment, etc., needed to complete the requested work. The School District's Representative shall supply the required supplies and/or materials or exercise the option to have the contractor provide the required supplies and/or materials.

KCKPS Summer 2022

Paint bid packages:

1. SCHLAGLE HIGH SCHOOL

- a. Paint all interior classrooms, 1st & 2nd floors using Sherwin-Williams Pro-Mar 200 Semi-Gloss (BOE Linen White*)
 - i. Floor 1 - 12,000sf +/-, 17 rooms +/-, average 700sf
 - ii. Floor 2 – 18,500sf +/-, 27 rooms +/-, average 700sf
- b. Sand and paint all door frames (96) using Sherwin-Williams Multi Surface Acrylic Semi-gloss (Tricorn Black)
- c. Paint all Classroom Doors (96) using Sherwin-Williams Multi Surface Acrylic Semi-gloss (KCK BOE Safety Red*, KCK BOE Yellow*, or KCK BOE Bright Blue*)

2. WASHINGTON HIGH SCHOOL

- a. Paint all interior classrooms, using Sherwin-Williams Pro-Mar 200 Semi-Gloss (BOE Linen White*)
 - i. Floor 1 - 28,000sf +/-, 25 rooms +/-, average 1100sf
 - ii. Floor 2 – 35,600sf +/-, 37 rooms +/- average 1000sf
- b. Sand and paint all door frames (130) using Sherwin-Williams Multi Surface Acrylic Semi-gloss (KCK BOE Washington Red*)
- c. Sand and paint trophy case, east corridor

3. WYANDOTTE HIGH SCHOOL

- a. Remove lead paint and rust from exterior ornamental handrail, east side, and recoat with an exterior rust inhibitive epoxy primer and topcoat with an exterior industrial epoxy to match existing (150LF +/-)

4. JF KENNEDY ELEMENTARY SCHOOL

- a. Power wash and repair exterior of building (Stucco/Dryvit) and repaint with Sherwin-Williams A-100 Exterior or equivalent (body - package white, trim – KCK BOE Bright Blue)

5. BANNEKER ELEMENTARY

- a. Professional Development room (lower level B110) strip vinyl wall covering, repair walls (skimmed or mud with joint compound) sufficient for painting. Paint using Sherwin-Williams Pro-Mar 200 Semi-Gloss (BOE Linen White*)

6. EISENHOWER MIDDLE SCHOOL

- a. Paint ceiling of main level commons area, using Sherwin-Williams Pro-Mar 400 or equivalent (bright white ceiling paint). Spray application with appropriate protection to floors and surrounding areas.

*All dimensions and unit counts are approximate for reference and will need to be verified by bidders. *Colors are custom KCKPS formulas, available at Sherwin-Williams, KCK location at 7646 State Ave.*

BID FORM

Requirement	FL Schlagle High School	
	Pricing	
	Cost per Sq. Ft performed during Normal Business Hours (Mon-Friday)	
	Total Cost	\$

Requirement	Washington High School	
	Pricing	
	Cost per Sq. Ft performed during Normal Business Hours (Mon-Friday)	\$
	Total Cost	\$

Requirement	Wyandotte High School	
	Pricing	
	Cost per Sq. Ft performed during Normal Business Hours 8am – 5pm (Mon-Friday)	\$
	Total Cost	\$

Requirement	John F. Kennedy Elementary	
	Pricing	
	Cost per Sq. Ft performed during Normal Business Hours 8am – 5pm (Mon-Friday)	\$
	Total Cost	\$

Requirement	Banneker Elementary	
	Pricing	
	Cost per Sq. Ft performed on Emergency Basis (Mon-Friday) b/w 5pm – 8am	\$
	Total Cost	\$

Requirement	Eisenhower Middle School	
	Pricing	
	Cost per Sq. Ft performed on Emergency Basis (Mon-Friday) b/w 5pm – 8am	\$
	Total Cost	\$

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 vendor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.

21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
24. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities 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/Kansas City Kansas Public Library. 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/Kansas City Kansas Public Library 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/Kansas City Kansas Public Library shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given no less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools/Kansas City Kansas Public Library 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/Kansas City Kansas Public Library 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/Kansas City Kansas Public Library 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.