



## 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)

### SERVICE CONTRACTOR – JOURNEYMAN ELECTRICIAN SERVICES

**BID No: IFB 19-046      ISSUE DATE: DECEMBER 11, 2019**

Kansas City Kansas Public Schools (KCKPS) will receive sealed bids, on this format the Purchasing Office, 2010 N. 59<sup>th</sup> Street, Room 370, Kansas City, KS 66104 until **2:00 PM, January 14, 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.

#### **PRE-BID MEETING**

**A pre-bid meeting will be held: December 18, 2019 @ 10:00 AM**

**KCKPS Facilities Department  
2220 N. 59th Street, Suite 229,  
Kansas City, Kansas 66104**

**Travel to various sites for “walk-thru” will follow the pre-bid meeting. Attendance is recommended, but not mandatory.**

#### **CONTACT:**

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

#### **BID INSTRUCTIONS:**

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

#### **BID SUBMISSION:**

Bids should be submitted on this form and continued on 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.

**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 bid, 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 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 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, and 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 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, 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.

**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.

**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.

**SUMMARY OF WORK:**

It is the intent of the Kansas City Kansas Public Schools, Kansas City, Kansas to enter into an agreement for trade service work (**Journeyman Electrician Services**) based on hourly charges as hereinafter specified. KCKPS reserves the right to increase or decrease the approximate amount.

**MATERIALS AND METHODS OF WORK**

1. All work shall be done in accordance with the best trade practices. The Contractor shall comply with all applicable safety regulations for the protection of workman, pedestrians, and property. The Contractor shall maintain work area free of debris. All applicable State and local laws, ordinances, and codes shall apply to this service contract.
2. The Contractor shall be responsible for the protection of shrubs and grass during the projects and cleanup of the general area.
3. The Contractor and workman must park all vehicles in school's parking lots and in accordance with city and School District regulations. No parking on sidewalks or grass area adjoining the project site will be allowed.
4. The Contractor is cautioned that in addition there are direct burial utilities such as water, sewer, gas, electrical main service and electrical service to outdoor lights.
5. The Contractor shall verify all dimensions before any materials, parts, or equipment is ordered for the project. All plan dimensions are approximate.
6. All work and materials performed under this service contract shall be guaranteed for a period of one (1) year from date of acceptance by School District.
7. The Contractor will clean, vacuum, mop, dust, and wash all areas where dirt and debris remain within the project area. All new construction debris will be removed daily by the Contractor.
8. The Contractor will be responsible for all damage to the existing building(s) and their contents within the area of work.

**CUTTING AND PATCHING:**

DESCRIPTION

- A. Cutting and patching includes cutting into existing construction to provide for installation or performance of other work and subsequent fitting and patching required to restore surface to their original condition.
- B. Cutting and patching is performed for coordination of the work to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, or for other similar purposes.
- C. Drilling of holes to install fasteners and similar operation, and cutting and patching performed during the manufacture of products or initial fabrication, or erection of installation processes is to

be considered as cutting and patching included in this Section.

#### EXISTING SURFACES

- A. Cut and patch existing surfaces for the installation of new or relocated equipment, doors, partitions, etc., in a manner to minimize cracks and joints, to achieve a stable and structurally sound installation, and to make patched surfaces match and blend in with existing adjacent surfaces as nearly as possible.
- B. Prior to cutting which affects structural safety, submit written request to School District's Representative for permission to proceed.

#### NEW MATERIALS FOR PATCHING

- A. Furnish and install, wherever applicable, same type as existing studs, plaster, drywall, paneling, tile, or other finishes, or cut and modify and reinstall existing removed materials as required for a complete and satisfactory job.
- B. Furnish all necessary barricades.

#### LOCATION AND QUANTITY

- A. Refer to drawing and/or School District's Representative for all cutting and patching work required.
- B. Drilling through concrete or masonry floors or, walls must be by core drilling only, except where there is a danger of damage by water. Type of drilling for each hole shall be determined in conference with the School District's Representative.
- C. Cutting through walls or floors for the purpose of removal of portions, therefore, must be done by saw cutting only, except where there is a danger of damage by water.
- D. Install required protection including but not limited to barricades, shoring, bracing, and supports to maintain the structural integrity of the work, and protection of personnel.

#### **PRODUCT HANDLING:**

##### SECTION INCLUDES

Section includes protection of products scheduled for use in the work of each section by means including but not necessarily limited to those described in this section.

##### QUALITY ASSURANCE

Include within Contractor's quality assurance program such procedures as required to assure full protection of work and materials.

##### MANUFACTURERS' RECOMMENDATIONS

Except as otherwise approved by the School District's Representative, determine and comply with

manufacturers' recommendations on product handling, storage, and protection.

#### PACKAGING

- A. Deliver products to job site in manufacturers' original containers with labels intact and legible.
- B. Maintain packaged materials with seals unbroken and labels intact until time of use.
- C. Promptly remove damaged material and unsuitable items from job site and promptly replace with material meeting the specified requirements at no additional cost to the School District.
- D. The School District may reject as non-complying such material and products that do not bear identification satisfactory to the School District Representatives as to manufacturer, grade, quality, and any other pertinent information.

#### **PROTECTION:**

- A. Protect finished surfaces including jambs and soffits of openings used as passageways through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the School District.

#### **REPAIRS AND REPLACEMENTS:**

- A. In the event of damage, promptly make replacements and repairs at no additional cost to the School District.
- B. Should it become necessary, due to and caused by, the work of the service Contractor, to enlist the services of an emergency mitigation Contractor specializing in flood, water, smoke or fire restoration, renovation and/or mold mitigation, the service Contractor will only utilize, at their sole expense, a company on the list of USD 500 approved vendors offering such services.

#### **BIDDER QUALIFICATIONS:**

To qualify as a bidder for trade service work the following qualifications must be met. Failure to meet all of the below-listed qualifications will result in disqualification of bid.

- Contractor shall be licensed and bonded to work in Kansas City, Kansas and provide said documentation.
- Service Contractor must show evidence of at least five (5) years of trade service experience, and bidder must have been in the business prior to submitting bid proposal for at least three (3) years.
- The **Contractor shall have at least four (4) commercial service trucks which can be assigned to the School District upon request.** These commercial service trucks shall have the equipment, tools,

ladders, and repair parts, etc., necessary to complete any repair and/or new installation as requested by the School District.

- Service Contractor shall show evidence that telephone answering service is provided during regular working hours by competent personnel and not by machine.
- Service Contractor shall show evidence of a system for ensuring a drug-free work environment.
- Service Contractor shall show evidence of their understanding and ability to work with Ladder Logic, Power Logic systems, Cad-Welding, Infrared scanning, etc.
- Service Contractor shall show evidence of their ownership or ability to rapidly acquire access to specialized equipment such as horizontal boring machines, bucket trucks, etc.
- Service Contractor shall show evidence of their in-house abilities to perform utility locating with certified location equipment.

### **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 KCKPS. 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 KCKPS 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 KCKPS shall be given no less than thirty (30) days' written notice of cancellation. The KCKPS shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The KCKPS 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, KCKPS 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 KCKPS 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.

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## A. SCOPE OF SERVICES

This bid shall be for **Journeyman Electrician** service work, based on hourly charges for making and emergency service calls as needed, involving maintenance of the facilities and systems of KCKPS.

1. Work accomplished under this service contract shall include maintenance, service, repair and/or installation of new equipment to various electrical systems including but not limited to, high voltage systems (2.4kv-13.2kv), interior lighting, exterior lighting, including high pole work and power systems, all of various age and condition as requested by the Director of Physical Properties and/or Electrical Foreman.

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 work may not be specifically mentioned.

2. Contractor shall complete miscellaneous maintenance, repair, and new installation of buildings and equipment of electrical systems requiring the services of an electrician as requested by the School District's Representative. Electrician shall be qualified to work on all electrical systems types, all of various age and condition as requested by the Director of Physical Properties and/or Electrical Foreman, but not limited to the following:
  - Interior power and lighting systems ranging in voltage up to 480 volts.
  - Exterior power and lighting systems ranging in voltage up to 13,200 volts.
  - Exterior high voltage underground and overhead power distribution systems.
3. 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.

## B. BASIS OF HOURLY CHARGES

Bidder shall enter on Bid Form, the amount it proposes to charge per hour for the services to meet all specifications. In preparation, bidder shall base hourly charges on the following:

1. Firm bid for the period specified for the term of the Agreement.
2. The hourly rate shall include all **Journeyman Electrician Services** permit fees (local and state), time spent on obtaining permits and time spent meeting with the city or state inspectors.
3. Rates identified on the Bid Form will not change during the initial two (2) years of the Agreement.
4. Rates for renewal years 2, 3, 4 & 5, may be increased on an annual basis by a percentage not to exceed the percentage increase of the Consumer Price Index – Urban (**CPI-U**) of the U.S. Department of Labor for the Kansas City Metropolitan Area. The adjustment shall be the difference in the index (+or-) from January through December of the preceding year, not to exceed (3%) three percent increase year to year.

**C. SCHEDULING OF JOURNEYMAN ELECTRICIAN SERVICES**

1. Typically, work will be performed between the hours of 7:00-3:30, Monday-Friday. The successful bidder will notify the Electrician Foreman to request special access to facilities during holidays, Saturday, Sunday, or other times when the building is closed.
2. Emergency Requests: The Contractor shall respond within two (2) hours of a telephone request from the School District's Representative, and shall schedule immediate emergency repair work as requested.
3. Normal Requests: The Contractor shall respond within three (3) working days of a telephone request from the School District's Representative for service work, and shall schedule such work to begin within this three (3) day period.
4. Scheduled Request: The Contractor shall respond within seven (7) working days of a telephone request from the School District's Representative for service work, and shall schedule such work to begin within this seven (7) day period.

**D. TERM OF AGREEMENT**

The initial term of agreement shall commence from the date of Board of Education award until June 30, 2017, or until such time funds for this bid have been exhausted. The term of the Agreement will automatically renew annually on the fiscal year basis (July 1 through June 30), unless either party provides not less than sixty (60) calendar days' written notice of its intent not to renew.

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 subcontractor.

**Automatic Renewals are Limited to 4 Renewals**

**E. FORM OF AGREEMENT & PAYMENT**

The form of Agreement for work under this program shall be on a purchase order for work performed upon submittal of service invoices to KCKPS Facilities Department for approval. All payments will be in check form.

**F. OWNER'S RIGHT TO TERMINATE FOR CAUSE**

The Owner, KCKPS, reserves the right to terminate service agreement upon ten (10) days written notice, and Contractor fails to cure during the notice period, for the following reasons:

1. Failure of Contractor to adhere to hourly rates as bid.
2. Contractor's failure to timely respond to service requests.
3. Contractor's failure to comply with any part of these specifications.
4. Inferior work performed to KCKPS property, as reasonably determined by KCKPS.
5. Evidence of collusion, price fixing, or theft of KCKPS provided materials.
6. Failure to provide proof of insurance as required.

**G. NORMAL SERVICE HOURS**

Normal hours are considered eight (8) working hours from the commencement of work. In many instances class schedules, presence of students, school hours or other circumstances will require work to start at hours other than 7:00 a.m. to 3:30 p.m.

**H. INTERPRETATION**

Questions concerning technical **Journeyman Electrician Services** specifications should be directed:

Brian Hernandez, Assistant Director of Purchasing

[Brian.hernandez@kckps.org](mailto:Brian.hernandez@kckps.org)

Subject Line of email = "Questions – Electrician Journeyman Service Contract Bid"

**I. NO COMMITMENT; NON-EXCLUSIVITY**

The Agreement will not authorize Contractor to provide or commit District to order any Deliverables or Services. Execution of a valid Purchase Order is District’s agreement to pay for Deliverables or Services and Contractor’s agreement to provide the Deliverables or Services, in each case in accordance with this Agreement and the applicable Purchase Order. District and Contractor acknowledge and agree that the appointment of Contractor hereunder is not exclusive. At any time, and in its sole discretion, District may perform any services similar to those to be provided by Contractor under this Agreement or any Purchase Order or may engage any third party to perform any services or provided any products similar to those to be provided by Contractor under this Agreement or any Purchase Order.

**J. EMERGENCY RESPONSE PROVIDERS**

On the Bid Form attached hereto, bidders will be asked if they will be willing to provide emergency services at the pricing submitted in response to this bid. Contractors that participate under this program will be on-call during the term of this contract on an “as needed” basis. In the event of an emergency or disaster, Contractor will be notified by the District of the emergency, and Contractor will respond to the District in accordance with the service levels in Section B (SCHEDULING OF JOURNEYMAN ELECTRICIAN SERVICES) preceding.

**K. GOVERNING CONTRACTUAL PROVISIONS**

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.

**Journeyman Electrician Service  
BID FORM**

LICENSED TECHNICIAN			HELPER		
Normal Hours	Overtime	Sundays & Holidays	Normal Hours	Overtime	Sundays & Holidays
\$	\$	\$	\$	\$	\$

Mark Up	
Percent Mark Up for Materials:	%
Percent Mark Up for Subcontractor:	%

RENEWALS: Journeyman Electrician Services Maximum Price Increase for Renewal Years 2 - 5 (Not to Exceed 3%)	Labor	Materials
2 <sup>nd</sup> Year (base year X %)	%	%
3 <sup>rd</sup> Year (2 <sup>nd</sup> year base X %)	%	%
4 <sup>th</sup> Year (3 <sup>rd</sup> year base X %)	%	%
5 <sup>th</sup> Year (4 <sup>th</sup> year base X %)	%	%

EMERGENCY RESPONSE PROVIDER	(Circle One)	
In the event that your firm is not awarded this contract, will your firm be willing to provide these services as an Emergency Response Provider, at the Rates indicated above?	Yes	No

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ FIRM: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Send your completed bid to:

**Kansas City Kansas Public Schools  
 Purchasing Office – Attn: Assistant Director of Purchasing  
 2010 N. 59<sup>th</sup> Street, Room 370 ansas City, Kansas 66104-2800**

## ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

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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 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. 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.



## 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 agreements. 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.

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.

### **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.