



THEATRICAL RIGGING AND CURTAIN REPLACEMENT HIGH SCHOOLS

BID No: RFP 23-008 ISSUE DATE: MARCH 9, 2023

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 22, 2023**, 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 13, 2023 **Time:** 8:00 AM
Location: Facilities Department
2220 N. 59th Street, Room 229
Kansas City, KS 6610
Information: At which time a pre-bid meeting will be held. Pre-bid meeting is mandatory. Site visits to FL Schlagle, Washington, Wyandotte, Sumner Academy, JC Harmon, Argentine MS, Central MS, Eisenhower MS and Rosedale MS will occur at the conclusion of the meeting, and will continue per the schedule in Section 1D below.

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 will be to 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

SECTION 1: OVERVIEW

A. Project Objective

Kansas City Kansas Public Schools or Unified School District No. 500 (KCKPS) is seeking proposals from organizations and individuals wishing to provide an assessment of the current condition of theatrical rigging and stage curtains at the District's 5 High Schools and 4 Middle Schools, a plan to repair or replace rigging and curtains were necessary, as well as a proposal for on-call maintenance and repair services.

Kansas City Kansas Public Schools or Unified School District No. 500 is a public school district located in Kansas City, Kansas. The district covers the majority of Wyandotte County, Kansas with 60 buildings and approximately 20,000 students, and 3,400 staff.

The District intends to select one vendor to provide the site assessment, necessary stage rigging and stage curtain replacement, and on-call maintenance and repair services. To facilitate the submission and evaluation of proposals, this proposal provides additional background information regarding KCKPS that will be relevant to the proposal for stage rigging and curtain replacement.

RFP Primary Objective 1: Assess the condition and need for repair or replacement of theatrical rigging and curtains at five (5) district high schools and four (4) district middle schools. The assessment should prioritize all necessary work into three categories: Priority 1 - Immediate Safety Hazard, Priority 2 - Maintenance Concern, and Priority 3 - Aesthetics. The assessment should provide a comprehensive report that details the extent of repairs needed, replacement options, associated costs, and timelines for completion. The report should also include recommendations on how to address any identified safety hazards and how to best allocate resources to address all identified needs. The ultimate goal of this assessment is to ensure the safety of all students and staff while maintaining the functionality and appearance of the district's theatrical facilities.

RFP Primary Objective 2: Provide rigging replacement with current safe rigging systems at five (5) high school. Existing rigging systems are in various states for aging or are otherwise in need of repair.

RFP Primary Objective 3: Provide and install new NFPA 701 compliant curtains where needed.

RFP Primary Objective 4: To secure a qualified provider for on-call maintenance services for the theatrical rigging systems at District high schools and middle schools for a period of one year following completion of rigging repair/replacement and curtain replacement work. The vendor should be able to provide certified rigger(s) and helper(s) as needed to perform routine and emergency maintenance on all theatrical rigging systems, ensuring that they are in good working order and meet safety standards.

The vendor should be able to respond promptly to maintenance requests, with flexible scheduling that accommodates the needs of the District. The vendor should also be able to provide accurate and transparent pricing, with clearly defined rates for their certified rigger(s) and helper(s) services.

B. Schedule of Proposal

1.	Issue RFP:	03/08/2023
2.	Written Questions Due:	03/16/2023
3.	Pre-Bid Conference:	03/13-15/2023
4.	Responses to Questions:	03/17/2023
5.	Intention to Submit:	03/20/2023
6.	Proposals Due :	03/22/2023
7.	Finalists Selected & notified:	03/24/2023
8.	Award bid - Selection:	04/04/2023
9.	District Approval	04/11/2023
10.	Implementation:	TBD

C. Submission of Written Questions

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Central Standard Time on or before 03/16/2023 to: wayne.correll@kckps.org. The District will provide written responses to questions from prospective Proposers no later than 03/17/2023 5:00 PM. There will be an opportunity at the Pre-Bid conference to ask additional questions; however, after 03/17/2023, no questions or inquiries will be allowed.

D. Mandatory Pre-Bid Conference

The District will hold a mandatory pre-bid conference to review all of the projects on 03/13/2023 at 8:00 AM Central. The pre-bid conferences will be held at: Facilities Department, 2220 N. 59th Street, Room 229, Kansas City, KS 66104. The District will answer any additional follow-up questions at this time. Site visits to all locations will be scheduled to occur Monday through Wednesday, 3/13-15. Any unauthorized contact with any other district official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the proposer. If potential bidders desire a site visit to review specific items in the schools, this will be coordinated at this meeting.

Date	Location	Time
3/13/23	Schlagle HS; 2214 N. 59th	08:30AM
3/13/23	Eisenhower MS; 2901 N 72nd	11:00AM
3/13/23	Washington HS; 7340 Leavenworth Rd	01:30PM
3/14/23	Sumner HS; 1610 N. 8 th St	08:00AM
3/14/23	Wyandotte HS; 2501 Minnesota	10:30AM
3/14/23	Central MS; 925 Ivandale Street	01:00PM
3/15/23	Argentine MS; 2123 Ruby Ave	08:00AM
3/15/23	Harmon HS; 2400 Steele Rd	10:30AM
3/15/23	Rosedale MS; 3600 Springfield	01:00PM

E. Changes to the RFP

Changes to the RFP will be executed by addendum. All addenda will be posted to the District's purchasing site.

F. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. Each response to questions in Section III and IV of the Proposal must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
5. The RFP narrative for Section III-IV may not exceed 50 pages total, not including appendices. **RFPs exceeding the 50-page limit in Section III-IV will not be reviewed. There will be no exceptions.**
6. Some questions in this RFP will require organizations to submit documents as an Appendix. Applicants may wish to submit additional supplemental materials to support responses to questions in Section III and IV. If a proposer intends to include supplemental materials with responses to questions in Sections III and IV of the RFP, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: Financial Records, etc.).
7. All appendix materials (e.g., sample letters, curricula, lesson plans, progress reports, academic effectiveness data, etc.) must be labeled with the name of the organization and reference the appropriate section and question (e.g., Section C: Description of Expected Services la). **Although there is no page limitation for the Appendix, the appendix should not be excessive in length. Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the RFP.**
8. The Proposal must be submitted in the appropriate order. Each part of the Proposal should be separated with a section divider page listing the *title* of the next part of the RFP that is enclosed. All RFPs should follow the order below:
 - a. Organization Information Cover Page (Provided in attached Appendix 1)
 - b. Table of Contents
 - c. Section III- General Business Information
 - d. Section IV- Project Scope
 - e. Appendix Materials
9. Additional circumstances that may lead to a Proposal not being reviewed and/or selected:
 - a. Proposal was received after the deadline, which includes not on the deadline date but also after the deadline time.
 - b. Applicant's previous clients have significant complaints regarding the quality of the Title services, communication issues, or other problems.
 - c. Any section of the Proposal is missing content or is incomplete.

G. Evaluation Criteria

1. **Experience and Qualifications (10 Points):** Vendor's experience and qualifications in conducting similar assessments, repairing, and replacing theatrical rigging and curtains (K-12 School Districts, if possible), and providing on-call maintenance and repair services.
2. **Technical Approach (15 Points):** The vendor's technical approach to conducting the assessment, including the methodology used to inspect the rigging and curtains and determine repair or replacement needs, and the tools and equipment they will use for the

assessment.

3. **Work Plan (20 Points):** The vendor's work plan for conducting the assessment, including the timeline for completion, the methodology for prioritizing repair or replacement needs, and the process for reporting results and making recommendations.
4. **Cost and Value (25 Points):** The vendor's proposed cost for conducting the assessment, repairing, or replacing the rigging and curtains, and providing on-call maintenance and repair services, and the value provided in terms of quality, safety, and longevity of the repairs or replacements.
5. **References (10 Points):** The vendor's references from previous clients who have received similar services.
6. **Staffing and Resources (10 Points):** The vendor's staffing and resources, including the number and qualifications of the personnel who will conduct the assessment and provide maintenance and repair services, as well as their availability and responsiveness to service calls.
7. **Safety (10 Points):** The vendor's commitment to safety, including their knowledge of relevant safety regulations and procedures, and their ability to identify and address any safety hazards related to the theatrical rigging and curtains.

H. Submission of Proposals

To be considered for selection, organizations must submit a signed physical and electronic – USB A or USB C Flash Drive (.pdf) Proposal to this solicitation on or before the scheduled proposal due date. Late proposals shall not be accepted.

No other distribution of the proposal shall be made. It is the sole responsibility of the organization to ensure that the proposal is delivered to the designated District Purchasing Office prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline. Confirmation of receipt will be provided by the District upon delivery to the Purchasing Office.

I. Withdrawal of Proposals

A proposal may be withdrawn by the vendor prior to the date and time for submittal of proposals by means of a written request signed by the vendor or its properly authorized representative.

Such written request must be delivered to wayne.correll@kckps.org. This written request can be either electronic or can be hand-delivered to the Purchasing Office.

J. Evaluation and Selection Process

1. The Theatrical Rigging and Curtain Assessment, Replacement, and Service Provider Evaluation Committee members will include:
 - a. Director of Physical Properties
 - b. Executive Director of Operations
 - c. Coordinator of Fine Arts and Physical Education

- d. Steve Lilly, COO
 - e. TBD
2. Proposals, responses, presentations, and references, will be included as the Evaluation Committee recommends a solution for the District. Upon approval by the Board of Education, the District will then proceed with contract discussions with the selected vendor(s). The District has no liability to any vendor participating in this RFP process prior to when the authorized District signer signs a contract to that vendor.
 3. Consensus on proposal will be determined by the Evaluation Committee. The Stage Rigging and Curtain Replacement Evaluation Committee members will use a rubric (see Section G) to evaluate the responses to the questions outlined in this RFP.
 4. The Evaluation Committee shall evaluate all proposals to determine which meet the minimum service/product requirements. This evaluation may, at the Evaluation Committee's discretion, be augmented by verbal or written requests for clarification, request for presentation, or additional information as necessary to determine whether the technical requirements can be met. The Evaluation Committee can contact references supplied in vendor proposals. Findings from these inquiries will be included in the assessment of products for selecting finalists.

K. Effective Period of Proposals

Proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the District have to accept or reject the proposal under the terms proposed). Such period shall not be less than 60 days from the proposal date. Note that the work cannot proceed until after the services contract is signed and a purchase order is received by the successful proposer.

L. Bid Reservations

Notwithstanding any other provisions of this RFP, the District reserves the right to award this contract to the firm that best meets the requirements of the RFP, and not necessarily, to the lowest cost Proposer. Further, the District reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. The District may consider, at its sole discretion, any alternative bid.

M. Notifications of Unsuccessful Vendors

The Evaluation Committee through the Director of Purchasing shall notify all Vendors after the Finalists' Presentations but no later than the award recommendation and approval to proceed.

N. Contract Negotiations

Negotiations may include all aspects of services and fees. After a review of the proposals, and in- person presentations, the District intends to enter into contract negotiations with the selected firm(s). If a contract with the selected firm is not finalized within 90 days, the District reserves the right to open negotiations with the next ranked firm(s).

O. Award of Contract

The selected firm shall be required to enter into a written contract or contracts with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected

Proposer.

P. Contract Term

It is the intent to award the contract(s) for an initial one-year period with no renewal. All work shall be completed within one year of award.

Proposers must agree to fix contract fees for the contract period. If the firm intends to revise its fee schedule, it must give written notice to the District ninety (90) days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day advance written notice. These fees are subject to negotiation and approval by the District.

Q. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District and will be subject to the Kansas Open Records Act (KSA 45-216(a)). All information submitted is considered public and may be disclosed to third parties after award.

R. Cost Incurred in Responding

This solicitation does not commit the District to pay any costs incurred in the preparation and submission of proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

S. Assignment

The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the advance written consent of the District.

T. Causes for Termination

Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the Proposal; violation of any law governing services provided to the District; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees, which in the opinion of the District, would adversely affect its interest, or endanger the structure of the proposing firm such as a spin off or merger which materially affects the terms of this agreement. The District may terminate the agreement without cause on ninety (90) days written notice. The District may terminate the agreement with cause on thirty (30) days written notice, where the breach remains not cured.

SECTION 2: SCOPE OF SERVICES

A. Project Background

This section begins with some background information about KCKPS and then discusses the overall expectations for the stage rigging and curtain replacement, as well as the district's specific needs. It also describes existing services and equipment that the Vendor may wish to incorporate into its design and the issues that need to be considered.

Kansas City Kansas Public Schools or Unified School District No. 500 is a public school district located in Kansas City, Kansas. The district covers the majority of Wyandotte County, Kansas with 60 buildings and approximately 20,000 students, and 3,400 staff.

B. Stage Rigging and Curtain Goals

Primary Components:

The proposed stage rigging and curtain replacement must include, but not limited to, the following components:

- Curtains that meet the code requirements
- Rigging that is safe and code compliant.

C. Department of Physical Properties

The Department of Physical Properties is responsible for all building maintenance and environmental health of the buildings.

D. Description of Expected Services

1. KCKPS expects the highest level of quality, professionalism, and results from the vendor and product and the development and implementation of services provided by them, including, but not limited to the following:
 - a. Consultant shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
2. KCKPS expects that success of the vendors' performance and product will be determined at the sole discretion of KCKPS.
3. KCKPS expects that success of the consultant's performance and product will be determined by both qualitative and quantitative means of data collection and analysis.

SECTION 3: CONTENT OF RESPONSES

Each firm's response must be consecutively numbered on each page and must include the following information, using the outline structure, except as may be otherwise directed. The Firm's response shall be no longer than seventy-five (75) pages in length, inclusive of resumes, forms, and pictures, and tabbed according to the numbering system reflected below. Responses must be concise, well organized, and demonstrate the Firm's qualifications, formatted as follows:

A. General Business Requirements

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP.
2. Describe your organization's policy on changing the account manager on an account in the event KCKPS asks for a different representative or if it's at the discretion of the organization.
3. Do you have any existing or potential conflict of interest, direct or indirect, with KCKPS? If yes, please state the potential conflict of interest.
4. Within the past seven (7) years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the

case and its current status.

5. In the past seven years, has your organization experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.
6. List any contracts or business arrangements currently and/or formerly in place between your organization and KCKPS.
7. KCKPS wants to ensure that organizations have sufficient cash flow to serve as a preferred KCKPS vendor. You may be required to provide the following financial information in totality for the last three (3) years: Total Assets, Earnings before Interest & Tax, Net Sales, Market Value of Equity, and Total Liabilities. In the absence of audited financial records, the applicant may attach balance sheets, and/or budget accounting for revenues, expenses, and cash flows.
8. Provide three (3) current (no more than three years old) K-12 preferred. If K-12 not available, provide non-K-12 customer references. For each reference, provide the following information in a table format in Appendix A:

Stage Rigging and Curtain Replacement	Response
Customer Name:	
Customer Address:	
Current Telephone# of a Representative Most Familiar with the Project:	
Period Over Which Each Project was Completed:	
List of Products Installed and Operational:	
Number of Students in the School District:	
Number of school buildings:	
Estimated number of employees:	

B. Qualifications and Experience

1. Describe the experience of your organization in providing stage rigging and curtain replacement for other school districts. If unable to provide for a school district, describe the experience for another entity/company.
2. Describe the most significant challenge your organization faced in the past two years pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past two (2) years pertaining to the services in this RFP.
4. Describe your organization's most important success in the past two (2) years as an organization.
5. Please list your top three (3) competitors and detail out where your organization has a competitive advantage over each.
6. What is your organization doing to stay competitive in the market?

C. Service Level Expectations

1. Describe your organization's efforts and processes to ensure that services provided to KCKPS will completely satisfy or exceed expectations.
2. Describe in detail your organization's contingency plan for working around problems which may arise as a result of providing your services.
3. What contract cancellations or non-renewals has your organization experienced over the last five (5) years? Please explain.
4. State your staff turnover rate of staff area for the last three (3) years related to the services in this RFP. How do you see your staff turnover rate affecting customer service to KCKPS?
5. What turnover has your company experienced at the executive level over the last three years?
6. Please describe your structure for employee and organization relationship, i.e., how many account managers, project managers, technical engineers etc.? Please include an organization chart to illustrate.
7. Who will be the main point of contact for KCKPS?
8. What are the hours of operation for your customer service and technical support?
9. A sample KCKPS contract is attached in Appendix 3. This contract is included to provide a sample of the level of service that will be required by KCKPS. KCKPS and the successful service provider(s) will decide together on the final contract that will be used to manage their relationship. Considering this information:
 - a. What existing policies or suggestions does your organization have in respect to penalties for non-performance of services (inaccurate/late billing and reporting, contract agreements not met, unavailability of service etc.)?
 - b. Explain, in detail, your complaint escalation process if the contract is in breach.

D. Fees and Costs

1. Describe detail your fee structure and additional costs, if any but utilizing the attached Pricing spreadsheet in Appendix 3. The Appendix 3 table needs to be filled out and put into Appendix C of your response. The summary breakdown should clearly delineate initial costs vs. ongoing costs. Estimated costs should include but not limited to:
 - a. All costs to complete the stage curtain and rigging replacements.
2. Identify and describe any and all other fee-based related services that are available from your organization.
3. Provide complete details of your pricing methodology.
4. Are there any other costs KCKPS can anticipate that have not been identified in this RFP?

E. Billing and Payment

1. Does your organization have automated invoicing and payment processes? If no, state below if your organization is willing to transition to these methods for KCKPS invoicing.
2. KCKPS pays valid invoices on net 30-day terms. Is this acceptable? If not, what are your standard payment terms?
3. Does your organization offer a discount if KCKPS pays in Net 20, Net 10? If so, please list rebate or price discount.

SECTION 4: Appendix Requirements

- A. References: Please see section III. A. Question 8 for table
- B. Pricing Information: Please fill in Appendix 3 table

SECTION VI: KCKPS Appendix Documents

1. Organization Information Cover Sheet
2. KCKPS Sample Contract
3. Cost Table

APPENDIX 1
Organization Information Cover Page

Organization Information	
Name of Organization:	
RFP Contact Person's Full Name and Title:	
RFP Contact Person's Email Address:	
RFP Contact Person's Phone Number:	
Main Office Address:	
Date (Month/Year) the organization was formed:	

Appendix 2



PURCHASING OFFICE

Contracted Services Agreement – Short Form

THIS SHORT FORM CONTRACTED SERVICES AGREEMENT (“Agreement”) is entered into effective as of the Effective Date specified below by and between the parties identified below with respect to the facts and circumstances set forth below.

UNIFIED SCHOOL DISTRICT NO. 500

Address: 2010 N. 59th Street, Room 370

City: Kansas City

State: KS Zip: 66104

Contact: Wayne Correll

Phone: (913) 279-2270

Fax: (913) 551-3253

CONTRACTOR:

Address:

City:

State: Zip:

Contact:

Phone: E-Mail:

Fax: SSN/FEIN:

Services: The Services the Contractor agrees to provide are: (describe services) \$_____ as outlined in Attachment B.

Effective Date and Duration: The Contractor shall commence performance on _____ and shall complete performance to the satisfaction of KCKPS no later than _____.

Renewal(s): This term of this Agreement will upon agreement of the parties in writing, unless either party gives notice of its intent not to renew at least sixty (60) calendar days before the expiration of the current term, subject to the early termination rights of the parties stated elsewhere in this Agreement. This Agreement is limited to ____ one (1) renewal

Termination: Either party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other party, and the breach has not been cured by the receiving party within the notice period. KCKPS may cancel this Agreement for its convenience without penalty at any time prior to the commencement of Services, or upon thirty (30) days prior written notice after Contractor’s performance of the Services have commenced.

Compensation: KCKPS agrees to pay the Contractor \$_____ for the services performed; OR as set forth in the following payment schedule:

[ADD Payment Schedule]

Within thirty (30) days of the renewal period, Contractor will provide a quote for the coming renewal term. Upon written approval by the District verified by signature thereon by an authorized representative of the District, such quote shall be incorporated into this Agreement by this reference.

Exhibits, Schedules and Attachments: All Exhibits, Schedules and Attachments to this Agreement referenced above, together with such additional Exhibits and/or Schedules as may be agreed upon by the mutual written consent of the Parties during the Term of this Agreement, are hereby incorporated into this Agreement.

Terms and Conditions of Services Agreement: This Agreement shall incorporate by this reference those terms

and conditions set forth in Attachment A, "USD 500 Standard Terms and Conditions", and the bid documentation (if applicable).

Contractual Provisions Attachment: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof (See Attachment B).

Precedence of Agreements: Contractor's provision of Services under this Agreement shall be governed by the terms and conditions of this Agreement, notwithstanding any other terms and conditions in other documents of the parties. In the event the terms of this Agreement are inconsistent with the terms of such other documents, the terms of this Agreement shall prevail, unless otherwise agreed to in writing by the parties.

AGREED:

UNIFIED SCHOOL DISTRICT NO. 500

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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 free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

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

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

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

A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.

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

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

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

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

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

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

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

D. Automobile Liability Insurance

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

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

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

- E. Commercial Crime insurance (when applicable)
The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.
- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. 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.
- 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.

ATTACHMENT B – 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.

Short Form Agreement: Attachment C – Exhibits, Schedules and Attachments

The pages that follow are hereby incorporated into this Agreement by this reference.

**APPENDIX 3
Pricing Information**

General Instructions

Proposer’s response must contain all prices as defined below. Organizations choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another.

Identify and describe any and all other fee-based related services that are available from your organization.

Provide complete itemized details of your pricing methodology for each project as an attachment to this document.

Are there any other costs KCKPS can anticipate that have not been identified in this RFP?
KCKPS Stage Curtain and Rigging

Location	Lump Sum Rigging Replacement Cost	Lump Sum Curtain Replacement Cost	Total Lump Sum Rigging & Curtain Replacement
FL Schlagle HS	\$	\$	\$
Washington HS	\$	N/A	\$
Wyandotte HS	\$	N/A	\$
JC Harmon HS	\$	\$	\$
Sumner Academy	\$	\$	\$
Rosdale Middle School	\$	\$	\$
Argentine Middle School	\$	\$	\$
Central Middle School	\$	\$	\$
Total All Locations:			\$

All prices shall include all hardware and miscellaneous components for a complete installation selection will be made based on the location total costs. The KCKPS scissor lift WILL NOT be available for use.

Please provide rates for on-call maintenance and repair services. These rates will be valid for a period of on (1) year from the date of the agreement. Please include percentage mark up for materials, as well as percent mark up for subcontractors (if applicable).

CERTIFIED RIGGER			HELPER		
Normal Hours	Overtime	Sundays & Holidays	Normal Hours	Overtime	Sundays & Holidays
\$	\$	\$	\$	\$	\$

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

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:
 - f. The term "bid request" means a solicitation of a formal sealed bid.
 - g. The term "bid" means the price offered by the bidder.
 - h. The term "bidder" means the offeror or vendor.
 - i. The term "U.S.D. 500" means Unified School District No. 500.
 - j. 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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 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/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.

(12) 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.

(13) 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:

- (c) Best's Rating not less than A, and
- (d) Best's Financial Size Category not less than Class VII

(14) 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:

- (7) Comprehensive Form
- (8) Contractual Insurance
- (9) Personal Injury
- (10) Broad Form Property Damage

(11) Premises – Operations

(12) 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.

(3) Comprehensive Form

(4) 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.