



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

XEROGRAPHIC PAPER

BID NO: IFB 16-002 ISSUE DATE: JANUARY 8, 2016

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., February 4, 2016**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Assistant 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.

- Pricing shall be FOB Kansas City, KS.
- Award will be to ONE vendor.
- 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 or products listed.

- Please be sure to indicate any items that do not meet the written specifications and include a sample or literature on the items that your firm is bidding. Be advised that sample products may be requested for evaluation after the bid opening. All bids will be evaluated on a line item basis unless otherwise noted in the bid document. Items that are bid only as a part of a grouping (all or nothing) may be disqualified if it is determined to be in the best interest of Unified School District 500 to evaluate items individually.
- 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

SPECIFICATIONS / REQUIREMENTS / BID FORM

1. All prices shall be based upon the estimated quantity or more. Prices quoted shall be net, which means total cost delivered to:

Kansas City Kansas Public Schools/USD 500 Storeroom
2116 N. 18th Street
Kansas City, Kansas 66104

2. Cash discounts for prompt payment of invoices may be offered by bidders will not be considered in making awards. Partial payments will be made on deliveries within thirty (30) days from receipt of invoice.
3. Firm prices as well as a one-time purchase price will be considered. If the firm price is selected, the bidder agrees that this bid shall be good and not withdrawn before October 1, 2016.
4. Bids will be awarded not later than February 10, 2016.
5. First order will be placed on or before February 15, 2016.
6. Partial delivery should be on or about ten (10) working days after receipt of order.
7. Vendors can deliver one truckload per month or all at one time, whichever is more advantageous to the supplier. Time of delivery is an important consideration in making the award as it will be impractical to determine the amount of damage or loss to the District resulting from the contractor's delay in delivering the contract articles.
8. SPECIAL NOTE: Unified School District 500 will accept and need more than one shipping dates. Please note the proposed shipping dates and the percentage of delivery per date on the paper bid form.
9. The location of delivery will be established at a later time. Bids will be for one single location delivery within Unified School District 500. The district must be notified of approximate delivery time 48 hours prior to delivery.
10. If there are items on the attached listing that your firm does not wish to bid, this will in no way eliminate your firm from future bidding.
11. Notification will be made to responding bidders as to the bid accepted and bids submitted. Any additional information concerning this request needs to be directed Assistant Director of Purchasing, (913) 279-2270.
12. SPECIAL NOTE: All deliveries of xerographic paper must be delivered on skids, no exceptions. The shipment should be palletized and the skids should be part of the cost of the product.
13. Vendor shall provide one (1) copy of the bid response to be included with the package at the bid opening.
14. One (1) Ream of the paper(s) offered shall be submitted, as a sample, along with Vendor's bid.

**PAPER PRODUCTS
SPECIFICATIONS AND BID FORM**

We propose to furnish, in accordance with specifications, paper products to Unified School District 500 at the prices quoted on the attached sheets. We agree that the information contained in the attached specifications is part of our proposal. The terms of this bid are complete and constitute the entire agreement between the seller and the purchaser, and there are no verbal agreements contrary to the terms and conditions hereof, or expressed herein.

BIDDER PLEASE INSERT FIRM NAME BELOW:

SPECIFICATIONS AND CONDITIONS FOR MULTIPURPOSE PAPER

Paper shall be white 8 1/2" X 11", 20#, grain long, premium #4 with a target brightness of minimum 92 and a minimum opacity of 88 as listed in the Competitive Grade Finder. It shall be suitable to run trouble-free in offset presses, high speed copiers, low speed copiers, laser printers, inkjet printers and fax machines that use plain paper. All items bid shall carry a label from the manufacturer stating that the paper being bid and to be furnished is being manufactured under a private label and is the same grade as a specific grade listed in the Competitive Grade Finder.

A ream shall consist of not less than 500 sheets, wrapped in a moisture resistant paper, packed 10 reams per carton in a moisture resistant container. Each ream to be labeled as to the type of paper in the ream, e.g., mimeograph, multipurpose. Multipurpose paper must be suitable for use on all types of copying equipment including plain bond and Xerox copiers.

We will _____ label that is listed in the Industries "Paper Guide". Paper actually delivered to the District participating in this bid must be labeled exactly as written above and same as samples submitted.

We will furnish a Private Label Paper and will have a letter from the Mill (as set forth in the first paragraph above) along with the bid.

Proposed delivery date (s) as requested by USO 500. Allow 5 business days' notice for delivery of truckload quantities

_____.

Dated this _____ Day of _____, 2016.

Delivery Information:

Kansas City Kansas Public Schools / USD 500 Storeroom
2116 N. 18th Street
Kansas City, Kansas 66104

Dock Available

Hours of Operation: 7:00 AM to 3:00 PM (Monday through Friday)

BID SHEET – XEROGRAPHIC PAPER

Firm Name:				
KCKPS Stock No.	Item Description	Part No.	Unit Price/RM	Price for 25,200 Reams
07050	Paper shall be white 8 1/2 X 11, 20#, grain long, premium #4 with a target brightness of 92 and a minimum opacity of 88 as listed in the Competitive Grade Finder. It shall be suitable to run trouble-free in offset presses, high speed copiers, low speed copiers, laser printers, inkjet printers and fax machines that use plain paper. All items bid shall carry a label from the manufacturer stating that the paper being bid and to be furnished is being manufactured under a private label and is the same grade as a specific grade listed in the Competitive Grade Finder.		\$	\$

* The product marketed as "Laser Image" High Speed Imaging Paper" will not be accepted as suitable product on this bid.

PLEASE NOTE THE FOLLOWING BEFORE BIDDING ANY ITEMS ABOVE:

- 1) The shipment for the total quantity of product can take place as soon as possible after receipt of order, in the quantity of twenty-five thousand two hundred (25,200) reams.
- 2) Note that any sample products should be submitted with any bid on the xerographic paper if the District has not used this product in the past.
- 3) All items ordered on this bid shall be delivered to:
 Kansas City Kansas Public Schools/USD 500 Storeroom
 2116 N. 18th Street
 Kansas City, KS 66104
- 4) The initial order for this product will be placed on or before **February 15, 2016**.
- 5) **All deliveries of xerographic paper must be delivered on skids, no exceptions.** The shipment should be palletized and the skids should be part of the cost of the product.
- 6) Note that all quotes are expected to be held firm for a minimum of one hundred eighty (180) days. If your bid cannot be extended for this period of time, please indicate on the line below:

- 7) A ream shall consist of not less than 500 sheets, wrapped in a moisture resistant paper, packed 10 reams per carton in a moisture resistant container. Each ream to be labeled as to the type of paper in the ream, e.g., mimeograph, multipurpose. Multipurpose paper must be suitable for use on all types of copying equipment including plain bond and Xerox Copiers.

This quote is valid until: _____.

Identify the paper mill that will be producing this product (required for consideration):

Describe in detail below what your firm's policy and procedure will be in the event of customer dissatisfaction with the product or the product's performance. What is your firm's policy on customer satisfaction and guarantee?

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. 59th Street, Room 370
Kansas City, Kansas 66104-2800**

ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

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

- 21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- 22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
- 23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
- 24. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

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

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

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

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

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

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

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

Worker's Compensation.....Statutory

Employer's Liability

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

C. Comprehensive General Liability Insurance

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

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

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

D. Automobile Liability Insurance

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

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

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

E. Commercial Crime insurance (when applicable)

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

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.