

## **Kansas City, Kansas School District**

### **RFQ – 17-028: Request for Qualifications for Furniture, Fixtures, and Equipment (New Schools – 2016 Bond)**

#### **Purpose of Request:**

The purpose of this Request for Qualifications is to obtain qualifications, capabilities, and pricing structure from qualified firms interested in providing project planning, design development, delivery and installation of Fixtures, Furnishings and equipment (FF&E) to the Kansas City Kansas School District.

Interested firms are invited to submit their proposals no later than **2:00 PM** on **Thursday, July 20th, 2017**. The proposals will be submitted electronically to Mark Stubbolo ([mark.stubbolo@kckps.org](mailto:mark.stubbolo@kckps.org)). Selected firms will be invited to make a fifty-minute oral presentation to the selection team on Monday, July 24<sup>th</sup>, 2017.

#### **Project Description:**

The Kansas City Kansas School District, invites your firm to submit a qualification statement for FF&E Services. The District is conducting a qualification based selection process to retain a firm for third party FF&E Services for the furnishing of two new elementary schools, two new middle schools, and the remodeling of selected areas of multiple elementary schools, middle schools and high schools. The District reserves the right to reduce this scope as needed. Additional project information is as follows:

##### **Two New Elementary Schools**

- Estimated FF&E Install (first of two schools): Summer 2019
- Student Count: ~ 500
- Potential Spaces:
  - Soft Seating / Collaborative Learning Spaces
  - Media Center
  - Kitchen and Cafeteria (125 student capacity)
  - Classrooms
  - Teacher Work Areas
  - Office Administration, Counseling, and Security Areas
  - Commons Areas

##### **Two New Middle Schools**

- Estimated FF&E Install (first of two schools): Summer 2019
- Student Count: ~ 800
- Potential Spaces:
  - Career Exploration / Maker Spaces
  - Soft Seating / Collaborative Learning Spaces
  - Media Center
  - Kitchen and Cafeteria (250 student capacity)
  - Classrooms
  - Teacher Work Areas
  - Office Administration, Counseling, and Security Areas
  - Commons Areas

##### **Thirty Office and Secure Entry Renovations**

- Estimated FF&E Install: beginning Summer 2018 through 2021
- Potential Spaces:
  - Office reconfigurations due to secure entry remodeling

- Office Administration, Counseling, and Security Areas

### **Middle School Renovations**

- Estimated FF&E Install: Total of six facilities beginning Summer 2018 through 2021
- Potential Spaces:
  - Career Exploration / Maker Spaces
  - Soft Seating / Collaborative Learning Spaces
  - Kitchen and Cafeteria (250 student capacity)
  - Commons Areas
  - Office Administration, Counseling, and Security Areas
  - Teacher Work Areas

### **High School Renovations**

- Estimated FF&E Install: Total of five facilities beginning Summer 2018 through 2021
- Potential Spaces:
  - Academy Learning Spaces
  - Soft Seating / Collaborative Learning Spaces
  - Science Rooms
  - Office Administration, Counseling, and Security Areas
  - Commons Areas
  - Teacher Work Areas

### **Project Schedule (Dates are Approximate):**

|  |                        |
|--|------------------------|
| FFE Submittals Due                               | 07/20/2017             |
| FFE Consultant Interviews                        | 07/24/2017             |
| Formal Award of FFE Contract (at BOE Meeting)    | 08/08/2017             |
| FFE Installation spread over the next four years | Begin July 2018 - 2021 |

### **Scope of Services:**

FF&E services shall include as a minimum the following:

1. Scope of Work – Programming
  - a. Needs analysis meeting.
  - b. Review project parameters and goals.
  - c. Perform audit of existing furniture at the existing School.
  - d. Interview individual departments (Principal, Media Center, Art, Science, Music, Etc.).
  - e. Determine individual, department, and classroom furniture, equipment, and special requirements, etc.
  - f. Site verify field conditions/measurements (if applicable) Auto CAD drawing required.
2. Design Development – Furniture layout and product application
  - a. Develop office workstation and classroom designs.
  - b. Create furniture plan.
  - c. Review with School District.
  - d. Revise as needed.
  - e. Finalize space plan of area.
  - f. Preliminary budget generated.
  - g. Review with School District.
3. Contract Documentation and Administration – Technical Specifications

- a. General product specifications.
  - b. Review all final drawings and specifications with School District.
  - c. Preparation of installation package.
  - d. Plot drawings and print all specifications.
  - e. Conduct pre-installation meeting.
  - f. Ensure competitive purchasing via competitive bidding and or the utilization of approved state or national purchasing networks.
  - g. Provide budget amounts – post bidding.
  - h. Provide final budget amounts and review with the District.
  - i. Review Warranty on products with the District.
4. Furniture Delivery and Installation
- a. Schedule delivery of products according to School District timeline.
  - b. Provide all labor, material, equipment, and supervision to deliver, set up, and install products onsite as specified in accordance with contract documents.
  - c. Provide all debris containment, debris storage, and debris removal as well as provide a clean site at the end of each working day as required by Owner's Representative.
  - d. Inspect all deliveries for shortages or damage and in conjunction with School District, create punch list. Retainage will not be released until punch list has been resolved to Owner's satisfaction.
  - e. Final walkthrough, inspection, and acceptance of project.
  - f. The FF&E firm is to keep corridors and access points free and clear of debris and furniture.
  - g. Ensure firm has supervision on site during all deliveries.
5. Submittals
- a. Develop CAD drawings and floor plans showing space allocation /furnishings as specified in Scope of Work Section 1.
  - b. Submit brochure or actual samples for final product selection during the Design Development phase.
  - c. Submit copies of Operation and Maintenance Manual. This manual should contain narrative on operation of any equipment, preventive maintenance including, cleaning, adjustment, and lubrication schedules (if required). The manual should also contain a copy of the manufacturer's warranty and service agreement.
  - d. Submit Materials Safety Data Sheets (MSDS), as applicable.
  - e. Submit certification that, to the best of the manufacturers and contractors' knowledge, no asbestos containing materials have been incorporated into this project.

**Qualifications Section:**

In order to select the firm best qualified for the Kansas City Kansas FF&E project, we are asking that the prospective Firm respond to the following:

Respondent's Information

- Provide a brief history of your firm.

Approach to Project

Provide a detailed description of understanding of the project and identify your firm's approach to the project. Include the following:

- Planning/Programming/Design – Describe your firm's process for working with the Owner through the various stages of design, product/material selection, procurement, and delivery/installation.
- Quality Assurance – Provide a description of the quality assurance process your firm will use for space layout and furniture drawings, budget tracking, tracking system for items the District may add during a later phase of work, delivery and install process, punch process, and warranty tracking.
- Storage Capability - Detail the physical warehouse space, including the City and State where products may be stored pending final delivery to the School Site.
- Key Supplier Relationship - List the Key suppliers/manufacturers that your company represents for K-12 projects in Kansas. Describe how the relationship will benefit the District. How many manufacturers are available through each contract? Is a discount schedule available per manufacturer, and will the manufacturer contract allow for pricing based on volume?
- Bidding - Describe how your firm will ensure competitive purchasing for this project. Will you utilize competitive bidding, or work through state and national purchasing networks?

#### Work Experience

- Provide a list of K-12 projects (in the State of Kansas) that your company has successfully completed, including experience with "Academy Spaces" and/or "Makerspaces". Provide references (phone, address, and email) for the completed K-12 projects (in the State of Kansas).

#### Project Team

- Provide a list of key personnel, skills and qualifications, technical competence, experience on similar projects, current workload and workload during the project. Provide a brief resume of each key team member

**Fee Section:**

This form must be completed and submitted with the response to the Request for Qualifications.

FF&E includes all furnishings to completely furnish all parts of two new elementary schools, two new middle schools, and the remodeling of selected areas of multiple elementary schools, middle schools and high schools. This does not include books, or other technology costs.

Provide costs/fees for the item below – refer to the Scope of Work Section. Express as a lump sum or percent fee, e.g. percent of the cost of the installed work.

Programming \$ or % \_\_\_\_\_

Design Development \$ or % \_\_\_\_\_

Contractual Documentation Implementation \$ or % \_\_\_\_\_

Markup on FF&E Products \$ or % \_\_\_\_\_

Delivery and Installation \$ or % \_\_\_\_\_

If the firm is planning to invoice separately for costs associated with programming, design, or overhead and profit; those costs shall be clearly outlined in your response to the Request for Qualifications.

**Evaluation Criteria:**

Response to the RFQ will be based on the following:

| <b>Criteria</b>                     | <b>Point Value</b> |
|-------------------------------------|--------------------|
| Quality of Submittal / Presentation | 15 points          |
| Approach to Project                 | 25 points          |
| Work Experience/References          | 20 points          |
| Key Personnel Experience            | 15 points          |
| Fees                                | 25 points          |
| <b>Total</b>                        | <b>100 points</b>  |

**ACCEPTANCE OR REJECTION OF PROPOSAL:**

That Kansas City Kansas School District reserves the right to accept or reject any or all proposals received as a result of this request. The District also reserves the right to waive any informality, technical defect of clerical error or irregularity in any proposal. Additionally, the District may, for any reason, decide not to award an agreement as a result of this RFQ. The District reserves the right to cancel this RFQ and shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The District’s selection team reserves the right to negotiate project deliverables and associated costs.

Submissions will not be accepted after the deadline. Contract terms and conditions will be negotiated upon selection of the awarded contractor. All contractual terms and conditions will be reviewed by the District and will include scope, budget, schedule, and other necessary items pertaining to the project.

For questions regarding the RFQ, please submit in writing to Mark Stubbolo.  
[mark.stubbolo@kckps.org](mailto:mark.stubbolo@kckps.org).

## Standard Terms and Conditions:

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by USO 500 within this bid document. USO 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 "USD 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 USO 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 lime 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 acknowledgment 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. AU 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 USO 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 USD 500.
14. USO 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 USO 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 USO 500 of a Purchase Order or other contractual document
16. DELIVERY TERMS: All deliveries shall be FOB Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: USO 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 for notifying USO 500 Purchasing Office of any late or delayed shipments. USD 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: USO 500 is exempt from Federal, State and local taxes by KSFZLEKBLQ. 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. 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. The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the State of Kansas and shall be void and unenforceable.

25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
- A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier. (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis. (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements. (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies. (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy. (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas. (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current (a) Best's Rating not less than A, and (b) Best's Financial Size Category not less than Class VII (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.
- B. Worker's Compensation and Employer's Liability Insurance, The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.  
Worker's Compensation: Statutory; Employer's Liability - Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease: \$1,000,000 each employee; Bodily Injury by Disease: \$1,000,000 policy limit
- C. Comprehensive General Liability Insurance  
The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance: (1) Comprehensive Form; (2) Contractual Insurance; (3) Personal Injury; (4) Broad Form Property Damage; (5) Premises - Operations; (6) Completed Operations  
This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.
- D. Automobile Liability Insurance: The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance. (1) Comprehensive Form; (2) Owned, Hired, Leased and non-owned vehicles; If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.
- E. Commercial Crime insurance (when applicable): The Contractor shall procure and maintain Commercial Crime/Fidelity Insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.
26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.



27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel Repair Projects, Unless Waived by the District): A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid. B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
29. DISQUALIFICATION: A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons: 1. Bidder's product does not meet the specifications or bid conditions of the solicitation; 2. Bidder's tendered bid is not received on the District's bid form; 3. Bidder's tendered bid is not signed; 4. Required bid bond is not furnished at time of bid opening; 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District. B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons: 1. Refusal of the bidder to complete a contract or bid; 2. Bidder's past history of late deliveries or partial/incomplete shipments, 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

## Supplemental Contractual Provisions

### 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 date of the purchase order to which this attachment is attached.

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 (KS.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (KS.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 KS.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 (KS.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 under K.S.A. 46-1101 et seq.
12. 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.

**ADDENDUM NUMBER 1  
 BID NUMBER IFB RFP 17-028**

**FURNITURE, FIXTURES AND EQUIPMENT – DESIGN PROFESSIONAL SERVICES**

**ISSUED: July 18, 2017**

**PURCHASING DEPARTMENT  
 UNIFIED SCHOOL DISTRICT 500  
 2010 N. 59<sup>th</sup> STREET, ROOM 370  
 KANSAS CITY, KANSAS 66104  
 (913) 551-3200**

Note the following changes to the above-mentioned bid. This information is to be taken into consideration when responding to the original bid document.

**1. Response to Bidder Question:**

|              |  |
|--------------|--|
| <b>1</b>     | <b>Will you be accepting proposals from Vendors only submitting only for the Elementary Schools?</b>   |
| <b>KCKPS</b> | No, the RFQ was for all facilities, not just the elementary.   |
| <b>2</b>     | <b>Throughout the document, "equipment" is referred to. Will the RFQ include any equipment? If so, what kinds of equipment?</b>  |
| <b>KCKPS</b> | No, this RFQ is not for equipment. The purpose is to "obtain qualifications, capabilities, and pricing structure from qualified firms interested in providing project planning, design development, delivery and installation of Fixtures, Furnishings, and equipment (FF&E) to the Kansas City Kansas School District".   |
| <b>3</b>     | <b>The document refers to a "retainage" (section 4d). How much retainage does the district intend to hold and how will it be handled, e.g. how long will the retainage be held?</b>  |
| <b>KCKPS</b> | Typically, 10%. "Retainage will not be released until punch list has been resolved to Owner's satisfaction".   |
| <b>4</b>     | <b>Throughout the document, "competitive bidding" is referred to. Is it the intent of the district to ultimately initiate bids based on the results of the RFQ, or have the awarded dealer(s) provide pricing based on approved national and/or state contracts?</b>   |
| <b>KCKPS</b> | The RFQ is to find a firm to partner with the district to provide "project planning, design development, delivery and installation of Fixtures, Furnishings, and equipment (FF&E) to the Kansas City Kansas School District." A great deal of project planning and design development would be the necessary first steps before moving forward with purchasing, either by competitive bidding or through purchasing contracts. |
| <b>5</b>     | <b>How many district representatives will be part of the interview process? Will they also be part of the "selection team"?</b>  |
| <b>KCKPS</b> | Four district staff and yes, they will be part of the selection team.  |

**2. Public Opening and Identification of Proposals:** All proposals received for this solicitation will be opened and identified on the date and at the time the proposals are due. This will occur in

Room 333 of the KCKPS Central Office and Training Center, 2010 N. 59<sup>th</sup> Street, Kansas City, Kansas 66104.

- 3. No Other Changes:** No other changes or modification are intended by this Addendum. All other terms and conditions of the solicitation remain in effect.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

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

**ADDENDUM NUMBER 2  
BID NUMBER RFQ 17-028**

**DESIGN PROFESSIONAL SERVICES FOR BOND RELATED FURNITURE & FIXTURES**

**ISSUED: July 20, 2017**

**PURCHASING DEPARTMENT  
UNIFIED SCHOOL DISTRICT 500  
2010 N. 59<sup>th</sup> STREET, ROOM 370  
KANSAS CITY, KANSAS 66104  
(913) 551-3200**

Note the following changes to the above-mentioned bid. This information is to be taken into consideration when responding to the original bid document.

- 1. Reschedule Due Date of Proposals and Format of Proposal Requirements:** Due to an ongoing technical issue that has negatively affected the District's ability to receive email messages, the due date for proposals for this solicitation is hereby extended to **July 26, 2017 @ 3:00 PM**. To avoid the possibility of further technical issues, all proposals must be submitted in hard copy form (Original and four copies) prior to the aforementioned date and time at the following address:

**Kansas City Kansas Public Schools  
Attn: Director of Purchasing  
2010 N. 59<sup>th</sup> Street, Room 370  
Kansas City, KS 66104**

Proposals received will be publicly opened and read to identify the firm that submitted the proposal.

- 2. No Other Changes:** No other changes or modification are intended by this Addendum. All other terms and conditions of the solicitation remain in effect.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

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