



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

BATHROOM STALL REPLACEMENT VARIOUS LOCATIONS

BID No:	IFB 19-022	ISSUE DATE:	JULY 2, 2019
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Mandatory specifications are enclosed. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

Please be sure to indicate any items that do not meet the written specifications on the products or services that your firm is offering. Please be advised that samples may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the purchasing procedures or terms and conditions, please contact Brian Hernandez, 2010 North 59th Street, Kansas City, Kansas 66104, telephone (913) 279-2244 or email brian.hernandez@kckps.org.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the Vendor.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of product please indicate "No Bid" on the enclosed No Bid Response Form along with your firm's name and return it to the above address.

Standard Terms and Conditions set forth in Attachment E shall prevail unless otherwise modified by U.S.D. 500 within this bid document.

SECTION 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED BIDS

INTRODUCTION:

The Board of Education of the Kansas City Kansas Public Schools/USD 500 (the "District") is seeking bids for:

BATHROOM STALL REPLACEMENT VARIOUS LOCATIONS

NOTICE TO BIDDERS:

The sealed Proposal shall be received in the Purchasing Office of the Kansas City Kansas Public Schools, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104, no later than **2:00 p.m.**

Tuesday, July 16 , 2019

Mandatory Pre-Bid Conference

Tuesday July 9, 2019 at 10:00 AM

Facilities Department

2220 N. 59th Street, Suite 2220

Kansas City, Kansas 66104

At which time questions regarding the project will be answered, and the project schedule discussed.

Copies of this solicitation document may be obtained from the District's website at www.kckps.org under Vendor Information "Invitation for Bids", or from the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104 between 8:00 AM and 4:00 PM.

The District reserves the right to accept or reject any or all Proposals and to waive any irregularities at its sole discretion. The District also reserves the right to negotiate with selected firms regarding pricing and any fee structures. All information included in a Proposal may be incorporated, at the District's sole option into the contract entered into between the District and the successful bidder. Any contract awarded as a result of this solicitation will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

SECTION 2. SERVICES

2.1 This project entails the scope of work identified in Attachment A.

SECTION 3. INSTRUCTIONS TO BIDDERS / GENERAL INFORMATION

- 3.1 Form of Submissions** – Each person or entity submitting a response to this solicitation (each “Bidder”) should prepare and submit their Proposal in response to this solicitation (“Proposal”) in a sealed envelope or box. The Proposal shall contain one (1) original. The package shall be plainly marked with the Bid Number, Bid Title and due date along with the firm name, and the package shall be addressed to:

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

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before the Bid Due Date and Time identified on the cover page. Each Proposal will be date and time stamped upon receipt in the Purchasing Office. Proposals received after the designated date and time will not be considered and will remain unopened. Proposals must be completed as requested including all required signatures and pertinent information. Incomplete Proposals will result in rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation, and if a foreign entity, proof of registration to transact business in the State of Kansas. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign the Proposal.
- 3.3 Format of Proposal** – Each Proposal must include the information required in Section 5. Each required response listed in Section 4 shall be included as a required document with Attachment A.
- 3.4 Questions about this Solicitation** – All questions regarding this solicitation shall be made electronically via email directed to Brian Hernandez, Assistant Director of Purchasing at brian.hernandez@kckps.org . The subject line of the email shall begin with the word “Question” and identify the Bid number and title. Failure to provide the Bid number in the email will cause the question to be rejected as unanswerable. Any questions submitted after the dates and times listed on the cover page (if applicable) shall not be considered or answered. Questions properly submitted **in writing** prior to the date due will be answered and the answers posted on the District website as an addendum.
- 3.5 Addenda** – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the District’s website www.kckps.org under Vendor Information/ “Invitation for Bids”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this solicitation. Bidders are responsible for viewing and understanding information in addenda to the same extent as this solicitation document. All addenda will be communicated to bidders by posting to the District’s website.
- 3.6 Bonding and Insurance** – Bidders and any subcontractors shall be licensed and bonded to perform work in Kansas City, Kansas

- 3.6.1 The successful Contractor, prior to commencing work on this project, shall provide the Clerk of the Board copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the state of Kansas and approved by the School District.
- 3.6.2 The Contractor shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.
- 3.6.3 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the projector used in hauling equipment or materials to or from the site.
- 3.6.4 The Contractor shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$100,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.
- 3.6.5 The insurance certificates required by the successful bidder shall provide that they cannot be canceled or modified without thirty (30) days written advance notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.
- 3.6.6 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in Kansas City, Kansas, Public School District. All bonds shall include such provisions as will guarantee the faithful performance of the prevailing wage clause as provided by this specification."

3.7 Prevailing Wage (Construction and Other Service Contracts Only).

If the bid exceeds \$26,650.00, the following provisions apply:

- 3.7.1 This project qualifies for prevailing wages under the policy of the Kansas City, Kansas Board of Education.
- 3.7.2 The Contractor shall submit certified payroll statements weekly while work is in progress. Records shall be submitted to Wayne Correll, at 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104.
- 3.7.3 Department of Labor prevailing wages structure and fringe benefits factors shall be provided upon request."

3.8 Bid Bond/Performance Bond (Construction and Other Service Contracts Only).

If the bid exceeds \$20,000, the following provisions apply:

- 3.8.1 Bid Bond – Each Proposal must be accompanied by a bid bond in the amount of five percent (5%) of the contractor's bid value written by a surety or bonding company licensed to operate in the State of Kansas. All bid bonds must be made payable to Kansas City Kansas Public Schools or USD 500. Cashier checks and certified checks should be made payable to Kansas City Kansas Public Schools or USD 500. See Attachment F.
- 3.8.2 Performance Bond – Each Proposal must be accompanied by a performance bond in the amount of one hundred percent (100%) of the contractor's bid value written by a surety or bonding company licensed to operate in the State of Kansas. All performance bonds must be made payable to Kansas City Kansas Public Schools or USD 500.
- 3.9 Taxes** – Bids shall not include Federal Excise Tax, Transportation Tax, and/or State Retail or Sales Tax in its Proposal. The District is exempt and such taxes do not apply.
- 3.10 Compensation** – Bidders are cautioned that items and/or services must be furnished to the District at the price submitted. No price increase will be permitted unless otherwise agreed to by the parties under the contract.
- 3.11 Grievances** – Any complaints or grievances arising from this solicitation shall be submitted in writing to Kansas City Kansas Public Schools Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104
- 3.12 Site Investigation and Conditions Affecting Work**
The Contractor acknowledges that before it submits a proposal for specific work under this solicitation, that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from any drawings and specifications provided at the time of the proposal being requested for a specific project. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of the Agreement unless that understanding or representation is expressly stated in the Agreement.

SECTION 4. PROPOSALS

4.1 Scope – The scope of work for this solicitation is set forth in Attachment A.

4.2 Qualifications/Certifications/Resume/Operations Plan (Part I)

The following information should be provided in Part 1 of the Proposal. The documents should be clearly marked: "Part 1 – Qualifications"

4.2.1 Bidders should provide detailed information addressing each of the following areas:

4.2.1.1 Licensing and certification in the field of the requested services.

4.2.1.2 Any citation or disciplinary action taken against the respondent by a licensing board or association related to the field of the requested services is pending or has been resolved within the past twelve (12) months.

4.2.1.3 Information regarding lawsuits relevant to the requested services that are pending or have been resolved within the past twelve (12) months.

4.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by any state or federal statute and/or court order.

4.2.2 Bidder Identification

4.2.2.1 Bidder Name (Person or Entity)

4.2.2.2 Bidder Address

4.2.2.3 Name and Title of Bidder Authorized Representative

4.2.2.4 Bidder Telephone Number

4.2.2.5 Bidder Fax Number

4.2.2.6 Bidder Authorized Representative Email Address

4.2.2.7 Include the foregoing information for each person/entity that is part of the project team for this Proposal.

4.2.3 Bid Response Elements

4.2.3.1 Entity Qualifications

4.2.3.2 References (Other School Districts Where Possible)

4.2.3.3 Brief description of entity's experience with providing the requested services

4.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Kansas City, Kansas)

4.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each project team member for this Proposal.

4.3 Cost / Pricing Proposal (Part II)

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost / Pricing Proposal".

- 4.3.1 Attachment A – Cost / Pricing Proposal must be used as the first page for this Part II.
- 4.3.2 Outline specifically the Cost / Pricing Proposal for the fees and reimbursable expenses proposed. This Proposal should include the method of pricing as well as the proposed fees/costs.
- 4.3.3 The Cost / Pricing Proposal should be specific, and the detail of the Cost / Pricing should give the District a clear picture of the overall costs as well as the pricing criteria.

SECTION 5. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 5.1 **Bid Opening** – All Proposals received on or before the Proposal Due Date and time shall be opened publicly promptly at the time identified on the Bid Due Date on the cover sheet, subject to change by Addenda, in the conference room designated by the District at 2010 N. 59th Street, Kansas City, KS 66104.
- 5.3 **Evaluation** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of the bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.
- 5.4 **Award** – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a Proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. Award of bid, if made by the District, will be by action of the Board or Education for the Kansas City Kansas Public Schools Unified School District No. 500 and to the lowest responsive and responsible bidder.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. Unlimited orders within the term of the contract shall be allowed to the District at the prices quoted.

The District reserves the right to award each item individually or by groups of line items.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted.

All bids submitted to the District shall remain open, valid and subject to acceptance for sixty (60) calendar days after the bid opening.

SECTION 6. MINORITY PARTICIPATION

- 6.1 The District pursues a goal to utilize Minority Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE) where possible in the provision of goods and services to the District while concurrently maintaining the quality of the goods and services provided to the District through the competitive bidding process.

6.1.1 During the performance of the contract, the Selected Bidder agrees as follows:

6.1.1.1 The Selected Bidder will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The Selected Bidder will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.2 The Selected Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the selected bidder; a state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.3 The Selected Bidder's non-compliance with the non-discrimination clauses of this contract, the contract may be canceled, terminated, or suspended in whole or in part by the District, and the Selected Bidder may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

SECTION 7. RESERVATIONS / STIPULATIONS

7.1 This solicitation does not obligate the District to pay any costs incurred by any respondent in the submission of the Proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this solicitation prior to the issuance of a valid contract under Kansas law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether or not related to the Bidder.

7.2 Careful consideration should be given before confidential information is submitted to the District as part of a Proposal. The review should include whether it is critical for evaluating a bid and whether general, non-confidential information may be adequate for purposes of review. Any and all documents submitted by a Bidder may become public record if and when they are submitted to an advisory or legislative public body, or pursuant to the Kansas Open Records Act. The Kansas Open Records Act provides for public access to information the District possesses.

7.3 Bidders acknowledge and agree, by submitting a Proposal, that:

7.3.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by the Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way the District sees fit, in its sole discretion.

7.3.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without the advance written consent of the District. The District,

in its sole discretion, reserves the right to accept or reject proposed changes to the team and /or to negotiate the composition of the team.

- 7.3.3 Adherence to the schedule for the work is of critical importance to the District, and Bidder agrees to dedicate personnel listed in the Proposal to complete the work in accordance with the schedule outlined in this solicitation.
 - 7.3.4 To having read this solicitation in its entirety and agreeing to all terms and conditions set forth herein.
 - 7.3.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement the information contained in respondent's submission, and authorizes the release to the District and/or the District's consultants of any and all information sought in the inquiry or investigation.
 - 7.3.6 To the best of the Bidder's belief: (A) the prices in the Proposal were arrived upon independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restricting competition as to any matter of agreement or price with any other Bidder; (B) unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening by the District, directly or indirectly, to any other Bidder or competitor; and (C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a Proposal in response to this solicitation for the purpose of restricting competition.
 - 7.3.7 The Proposal is made in good faith.
 - 7.3.8 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items contemplated under this solicitation, or to the competency of the service provider to perform under any resulting contract.
 - 7.3.9 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any action prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
 - 7.3.10 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the United States General Services Administration, Office of Acquisition Policy.
- 7.4 Any misrepresentations or false statements contained in a response to this solicitation or to any request for additional information related to this solicitation, whether intentional or unintentional, shall be sufficient grounds for the District to disqualify respondents from competition for selection at any time.

- 7.5 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not intended. The District also reserves the right to decide in its sole discretion whether disqualification of the Bidder and/or cancellation of the award should result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based upon an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of the bid specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of the specifications.
- 7.6 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this solicitation, including, but limited to, all reporting and registration requirements. Bidders further agree that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.

SECTION 8. SPECIAL TERMS AND CONDITIONS

- 8.1 Contractor is responsible for asbestos review and sign-off (if necessary).
- 8.2 The Contractor shall complete certain portions of the Work by the dates ("Milestone Dates") identified on the project schedule agreed to by Kansas City, Kansas Public School District.
- 8.3 Liquidated Damages: In the event Contractor fails to complete the work in accordance with the Schedule specified in the Agreement or within such additional time(s) as may be granted by formal written action of the District, District will suffer damage, the amount of which is difficult or impossible to ascertain. It is agreed that the Contractor shall pay to the District as fixed and liquidated damages, and not a penalty, the sum of \$200 USD for each calendar day of delay until the work is completed and accepted by the District. Contractor and its Surety shall be liable for liquidated damages assess by the District.

ATTACHMENT A – BID SPECIFICATIONS

BID TITLE: BATHROOM STALL REPLACEMENT

Provide materials and all accessory items necessary to complete bathroom stall replacement as shown in the specification herein. It is the intent of USD 500 to have BATHROOM STALL REPLACEMENT installed in the noted facilities (Preparation through final Punch List/Cleanup) for designated areas in the following schools:

New Chelsea Elementary

2500 Wood
Kansas City, KS 66104

New Stanley Elementary

3604 Metropolitan
Kansas City, KS 66106

Banneker Elementary

2026 N. 4th St
Kansas City, KS 66101

Eisenhower Middle School

2901 N. 72nd St.
Kansas City, KS 66109

Caruthers Elementary School

1100 Waverly
Kansas City, KS 66104

ME Pearson Elementary

310 N. 11th Street
Kansas City, KS 66102

SPECIFICATIONS:

- **Pilaster Shoes:** Formed Stainless steel with a Brush finish, 3" high, concealing floor fasteners.
- **Head Rails:** Hollow Aluminum plated steel tube, 1" x 1-5/8" size, with anti-grip strips and cast socket wall brackets.
- **Pilaster Brackets:** Stainless Steel
- **Wall Brackets:** Full Length- Stainless Steel
- **Screws, Bolts, Fasteners:** Stainless Steel Tamper-proof type
 - For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper-proof.
- **Hardware:**
 - **Pivot Hinges:** Concentric type, adjustable for door close positioning; two per door; no continuous hinges
 - **Door Latch:** Slide type
 - **Door Strike and Keeper:** With rubber bumper; mounted on a pilaster in alignment with the door latch
 - **Disabled Stalls:** Must be compliant with code specifications

Specifications particulars will be discussed at Pre-Bid Conference.

COMPONENTS

- **Stalls/Compartments:** Solid molded phenolic plastic panels, doors, and pilasters, floor-mounted overhead/head-rail braced.
- **Color:** Stock/Folkstone Celesta
- **Door and Panel Dimensions:**
 - Thickness: ¾ in Doors

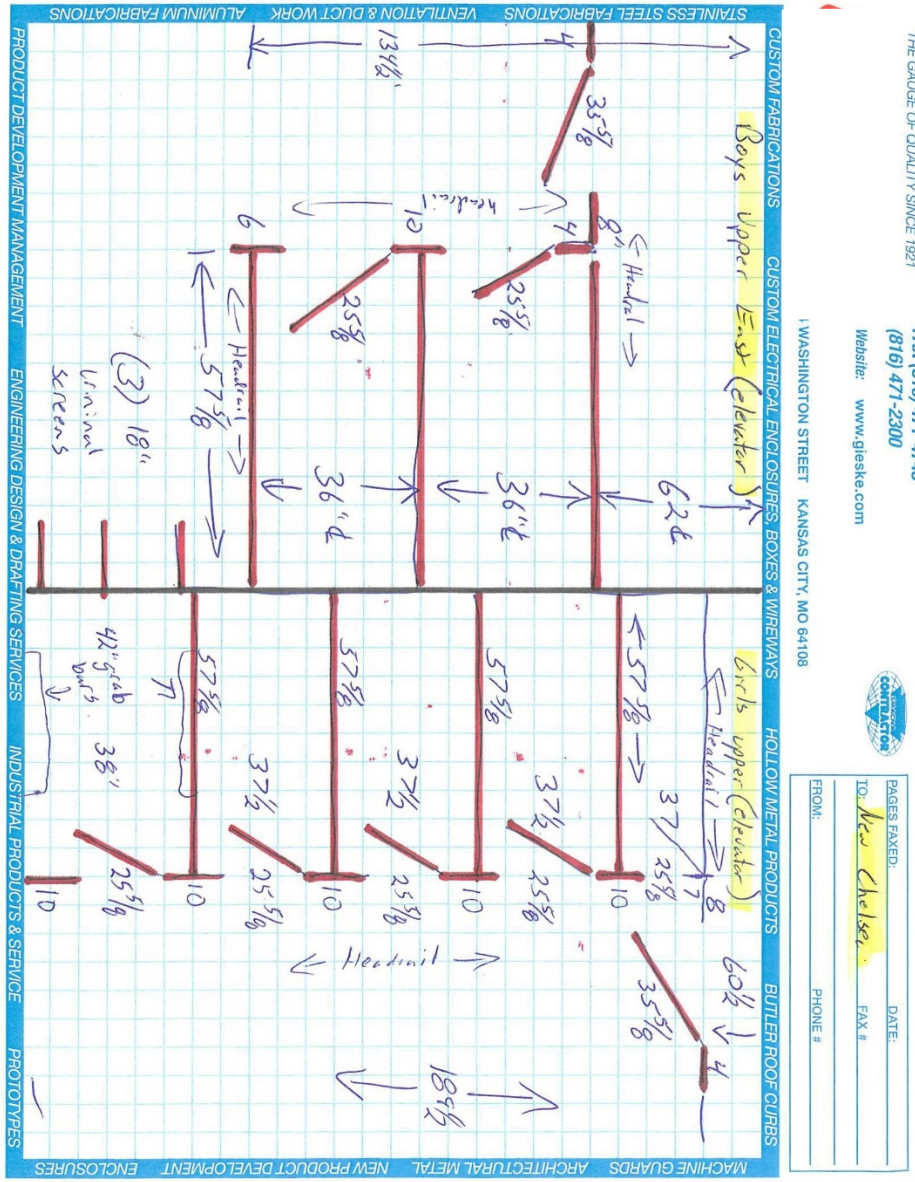
- Door Width: As Noted in Site Configuration
- Height: 58"
- Plaster Thickness: 3/4 in

Components particulars will be discussed at the Pre-Bid Conference.

MANUFACTURER

- **Required Manufacturer: Metpar, Inc.** www.metpar.com
- **Alternative Manufacturers:** Permitted, but only in addition to the quote from the specified manufacturer. Quality of Alternative Manufacturer parts and components must be of equal or better quality when compared to the Required Manufacturer.

LOCATION: New Chelsea Boys and Girls restroom lower level by elevators



THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743
(816) 471-2300

Website: www.gieske.com

1 WASHINGTON STREET KANSAS CITY, MO 64108



PAGES FAXED:	DATE:
TO: New Chelsea	FAX #
FROM:	PHONE #

BID FORM

Pricing – New Chelsea Elementary School Boys and Girls restroom lower level by elevators	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Banneker Elementary Boys by RM 2 and RM 14 Lower Level

Boys lower by RM 14

Boys lower by RM 02

BID FORM

Pricing – Banneker Elementary School
Boys by RM 2 and RM 14 Lower Level

Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

PAGES FAXED: _____ DATE: _____
 TO: *Banneker Elem*
 FROM: *Boys lower by RM 14* PHONE # _____
 WWW.GIESKE.COM

THE GAUGE OF QUALITY SINCE 1921
 FAX (816) 471-4743
 (816) 471-2300
 724 WASHINGTON STREET KANSAS CITY, MO 64108
 Website: www.gieske.com

LOCATION: Banneker Elementary Office Women's Restroom

STAINLESS STEEL FABRICATIONS

ALUMINUM FABRICATIONS

VENTILATION & DUCT WORK

PRODUCT DEVELOPMENT MANAGEMENT

ENGINEERING DESIGN & DRAWING SERVICES

INDUSTRIAL PRODUCTS & SERVICE

PROTOTYPES

CUSTOM FABRICATIONS

CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS

HOLLOW METAL PRODUCTS

BUTTER ROOF CURVES

MACHINE GUARDS

ARCHITECTURAL METAL

NEW PRODUCT DEVELOPMENT

ENCLOSURES

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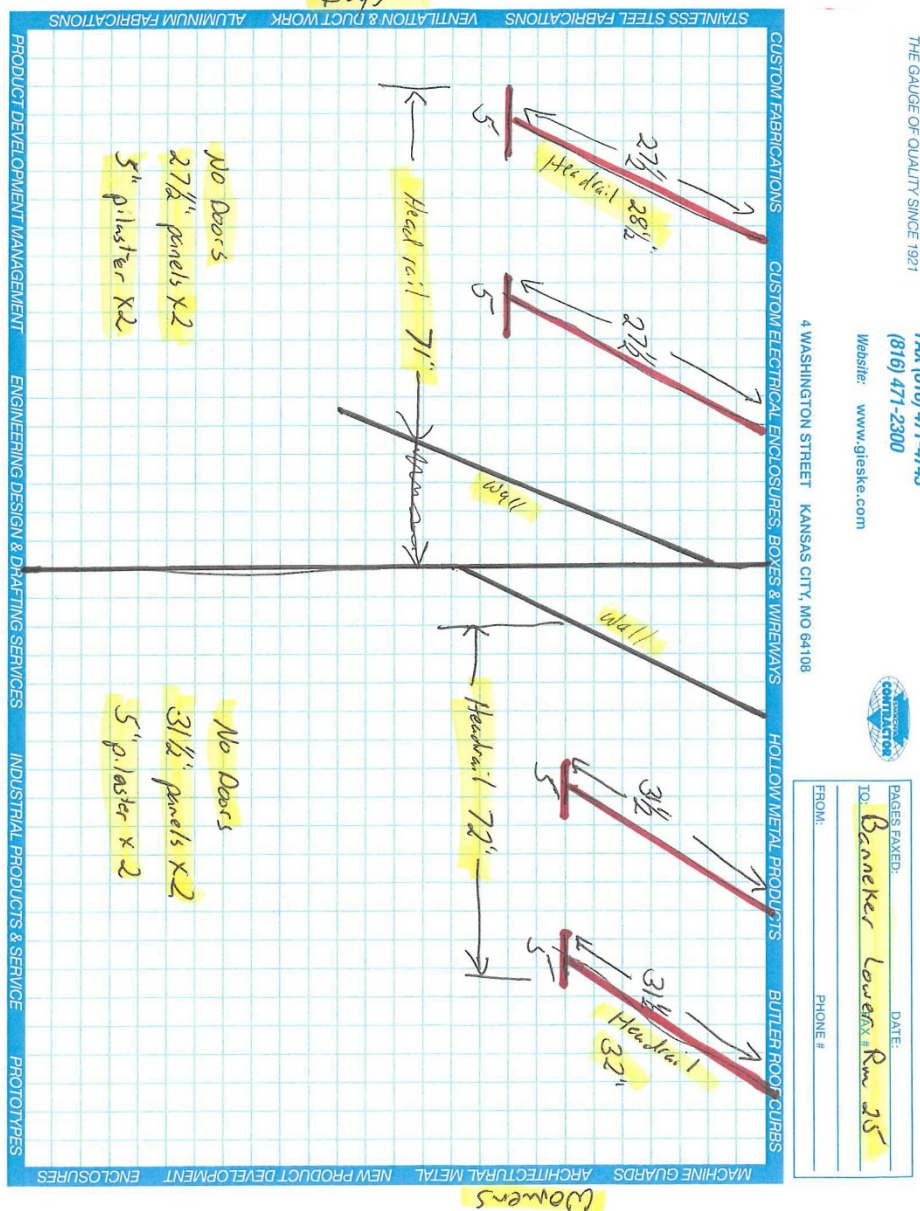
TO: Banneker FAX # _____

FROM: Office PHONE # _____

BID FORM

Pricing – Banneker Elementary School Office Women's Restroom	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Banneker Elementary Lower level Boys and Girls next to RM 25



THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743
 (816) 471-2300
 Website: www.gieske.com

4 WASHINGTON STREET KANSAS CITY, MO 64108

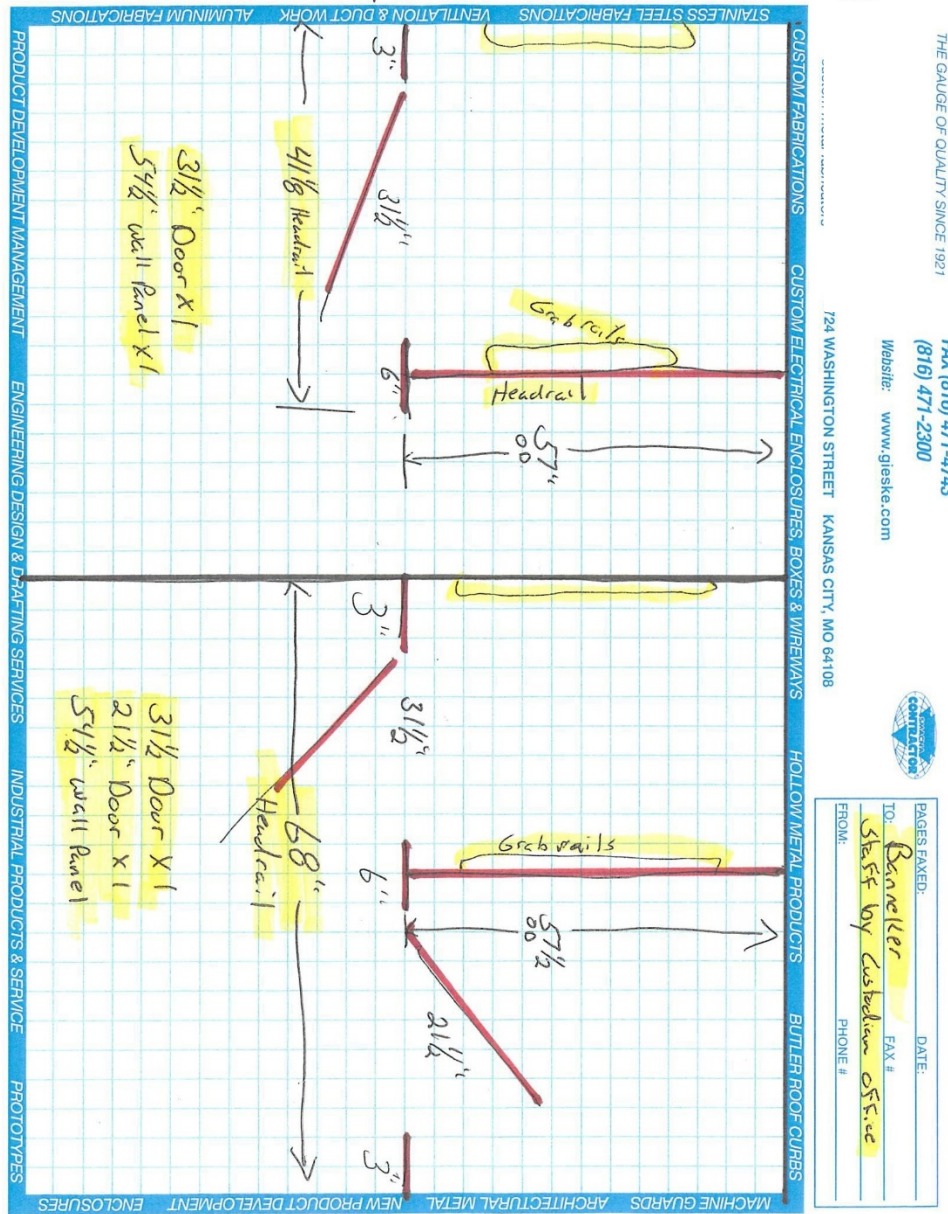


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 TO: Banneker Lower Rm 25
 FROM: _____ PHONE # _____

BID FORM

Pricing – Banneker Elementary School Lower level Boys and Girls next to RM 25	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Banneker Elementary Staff Restroom next to Custodial Office Men (only)



THE GAUGE OF QUALITY SINCE 1921
 FAX (816) 471-4743
 (816) 471-2300

Website: www.gjeske.com

724 WASHINGTON STREET KANSAS CITY, MO 64108

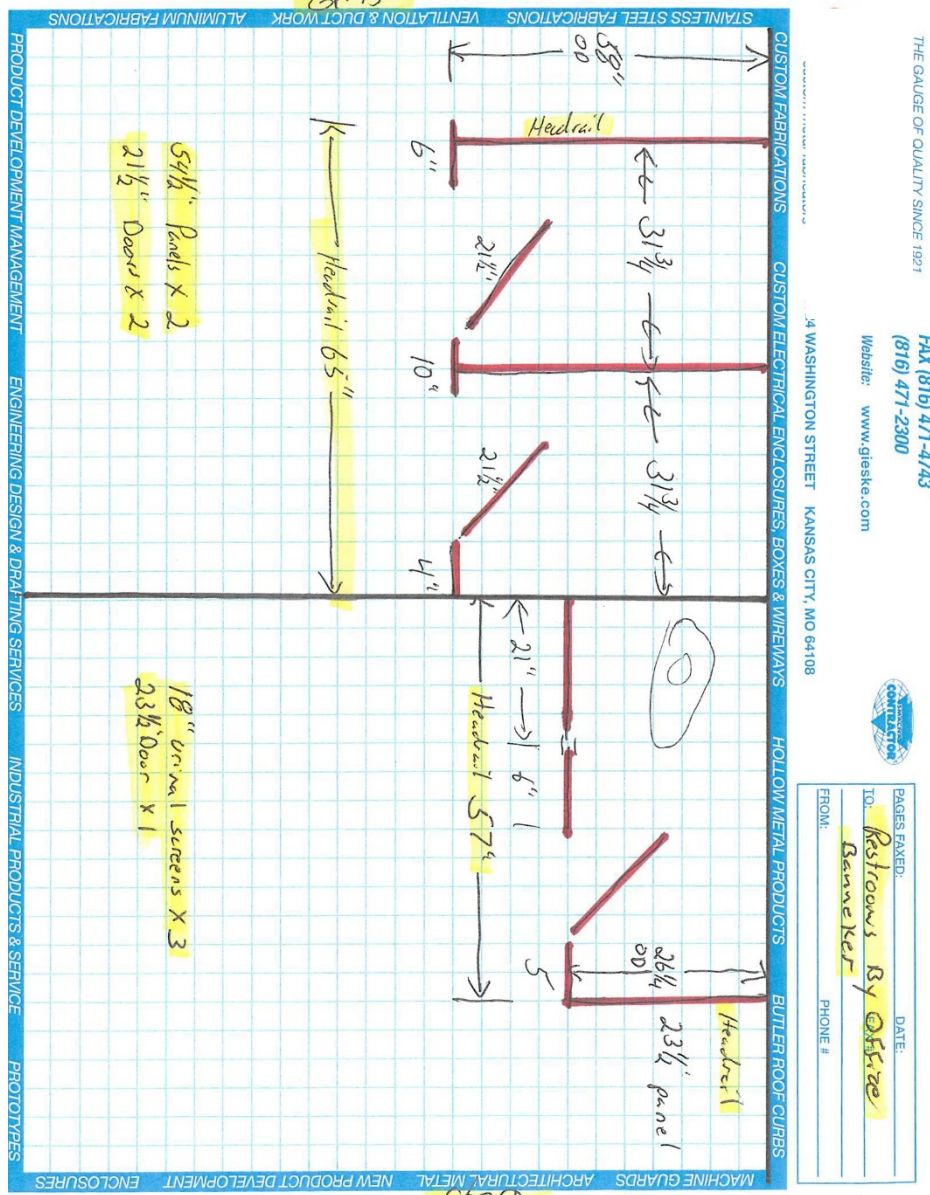


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 TO: Banneker FAX # _____
 FROM: Staff by Custodial Office PHONE # _____

BID FORM

Pricing – Banneker Elementary School Staff Restroom next to Custodial Office Men (only)	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

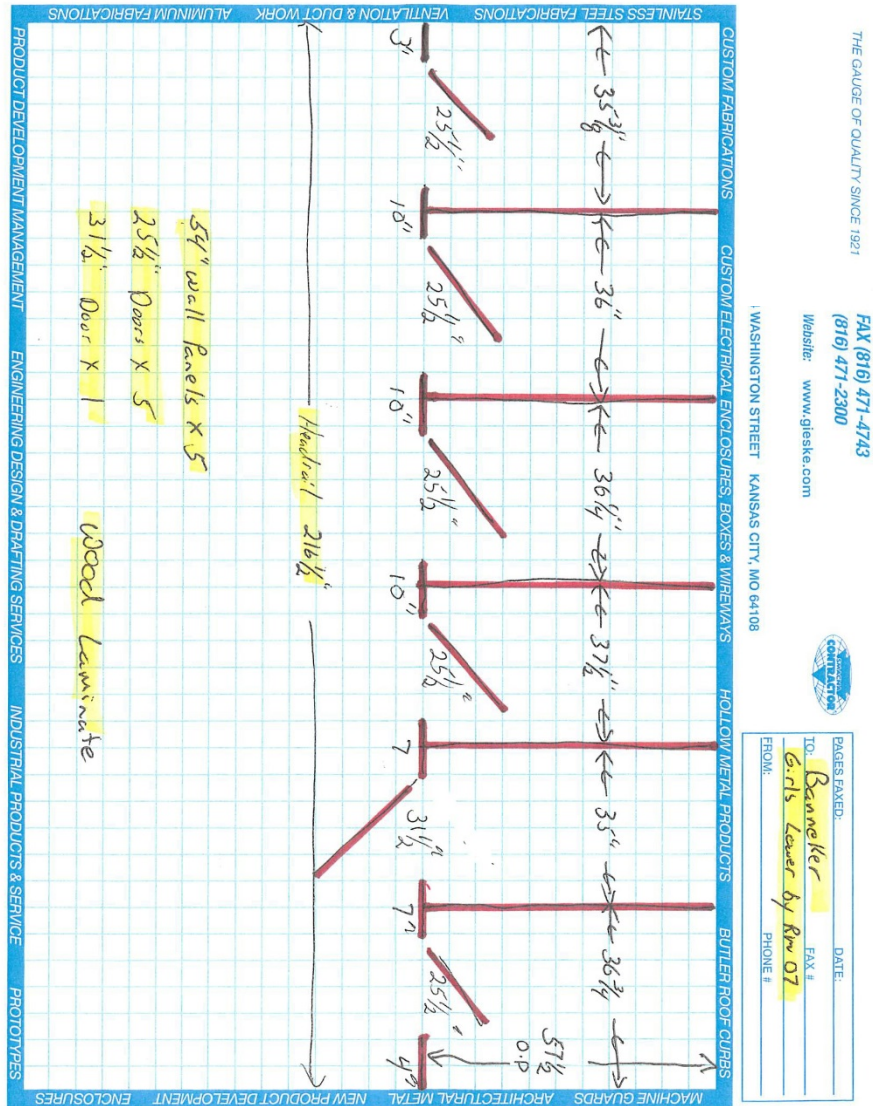
LOCATION: Banneker Elementary Men and Women restroom next to Main Office



BID FORM

Pricing – Banneker Elementary School Men and Women restroom next to Main Office	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

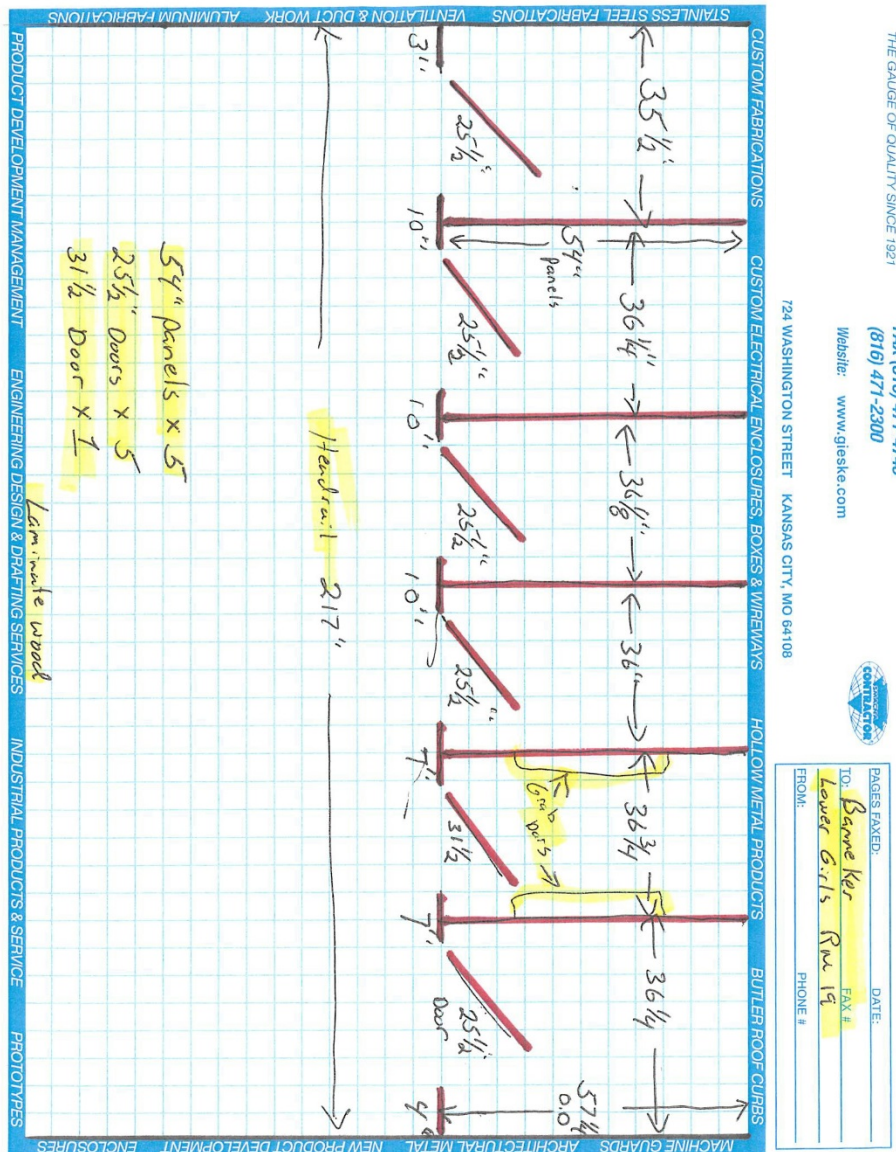
LOCATION: Banneker Elementary Women (Only) restroom next to RM 7



BID FORM

Pricing – Banneker Elementary School Women (Only) restroom next to RM 7	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Banneker Elementary Women (Only) restroom Lower Level next to room 19



BID FORM

Pricing – Banneker Elementary School Women (Only) restroom Lower Level next to room 19	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Mens restroom (Only) Top Floor South End

STAINLESS STEEL FABRICATIONS
ALUMINUM FABRICATIONS
VENTILATION & DUCT WORK
CUSTOM FABRICATIONS
CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS
HOLLOW METAL PRODUCTS
BUTLER ROOF CURBS
MACHINE GUARDS
ARCHITECTURAL METAL
NEW PRODUCT DEVELOPMENT
ENCLOSURES
INDUSTRIAL PRODUCTS & SERVICE
PROTOTYPES
ENGINEERING DESIGN & DRAFTING SERVICES
PRODUCT DEVELOPMENT MANAGEMENT
QUALITY SINCE 1921
FAX (916) 471-4743
(816) 471-2300
TREET KANSAS CITY, MO 64141-4116
CONTRACTOR
PAGES FAXED: _____ DATE: _____
TO: Eisenhower FAX # _____
FROM: Top Floor Boys Restroom PHONE # _____
WOOD LAMINATE

BID FORM

Pricing – Eisenhower Middle School Mens restroom (Only) Top Floor South End	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Women restroom (Only) Top Floor South End

THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743

(816) 471-2300

Web site: _____

E-mail: _____

24 WASHINGTON STREET KANSAS CITY, MO 64111-4116

DATE: _____

PAGES FAXED: _____

TO: Eisenhower FAX # _____

FROM: Girls South Top Floor PHONE # _____

PRODUCT DEVELOPMENT MANAGEMENT ENGINEERING DESIGN & DRAFTING SERVICES INDUSTRIAL PRODUCTS & SERVICE PROTOTYPES

MACHINE GUARDS ARCHITECTURAL METAL NEW PRODUCT DEVELOPMENT ENCLOSURES

54 7/8 Panels X 5

3 1/8 Door X 1

23 1/2 Door X 5

Headstail 200"

Wood Laminate

BID FORM

Pricing – Eisenhower Middle School	
Women restroom (Only) Top Floor South End	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Women restroom (Only) Top Floor North End

THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743
(816) 471-2300

Web site: _____
E-mail: _____

724 WASHINGTON STREET KANSAS CITY, MO 64111-4116

PAGES FAXED: _____ DATE: _____

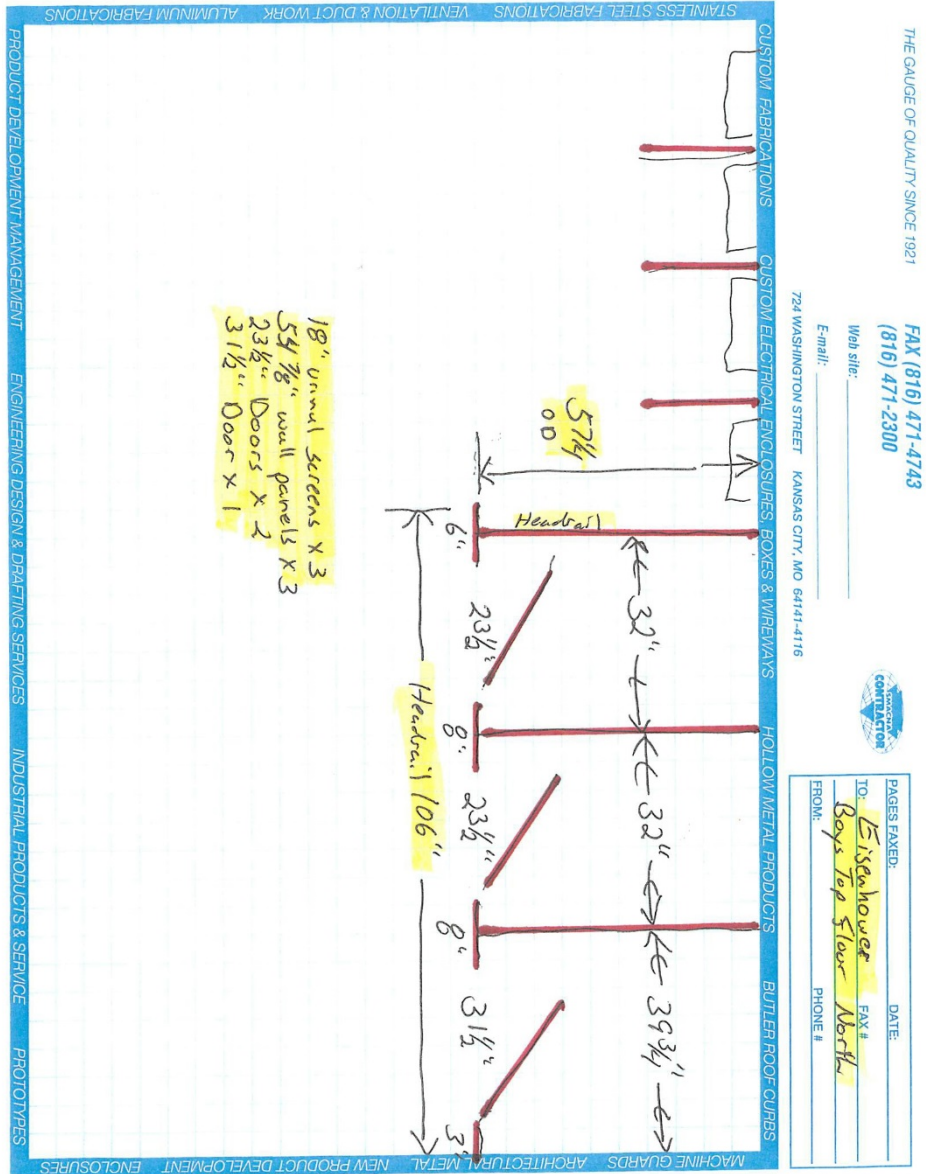
TO: Eisenhower FAX # _____

FROM: Gr's North Top Floor PHONE # _____

BID FORM

Pricing – Eisenhower Middle School Women restroom (Only) Top Floor North End	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Men restroom (Only) Top Floor North End



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 (816) 471-2300

Web site: _____
 E-mail: _____

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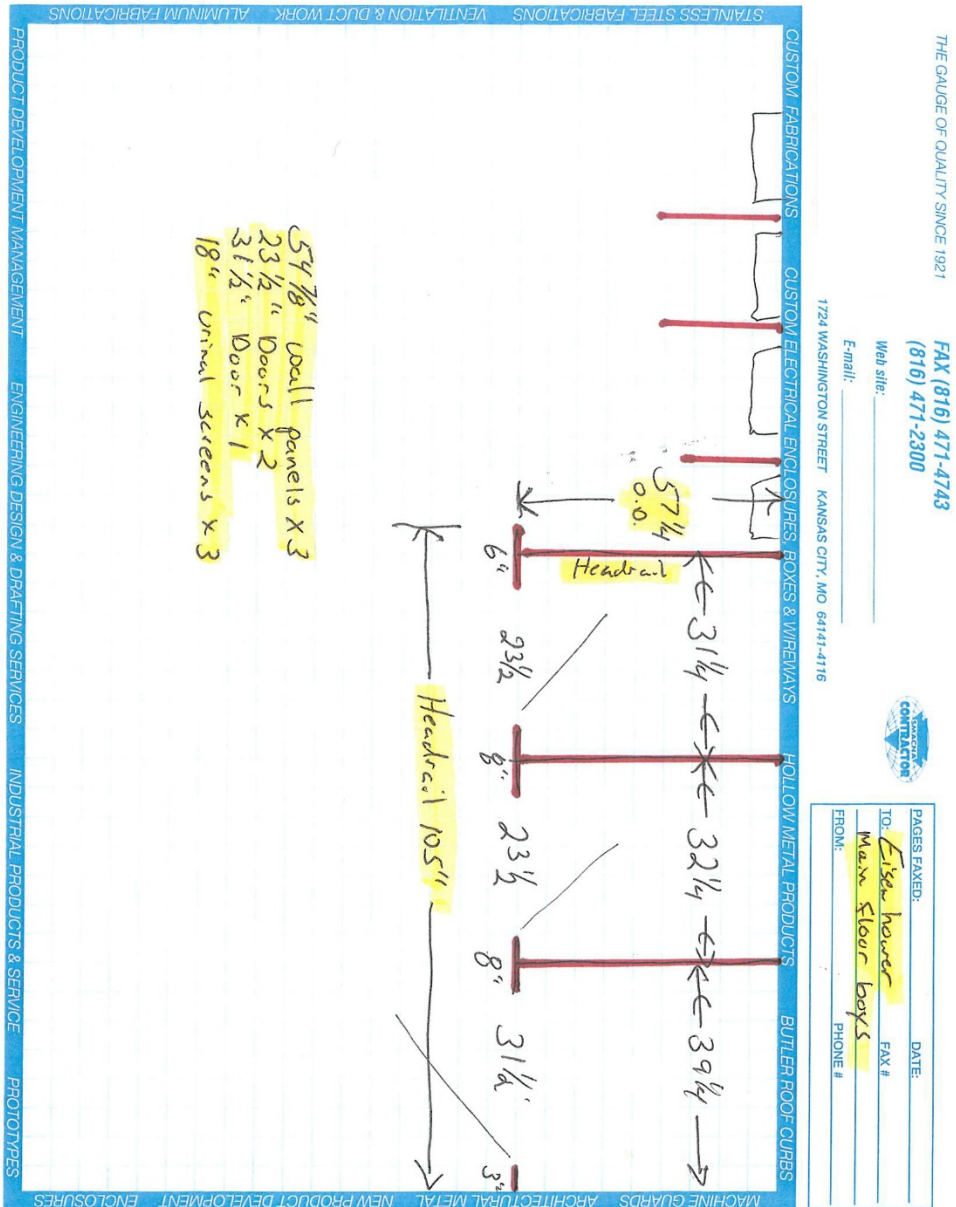


PAGES FAXED: _____ DATE: _____
 TO: Eisenhower FAX # _____
Boys Top Floor North
 FROM: _____ PHONE # _____

BID FORM

Pricing – Eisenhower Middle School Men restroom (Only) Top Floor North End	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Men restroom (Only) Main Floor



BID FORM

Pricing – Eisenhower Middle School Men restroom (Only) Main Floor	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Men restroom (Only) Bottom Floor

THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743
(816) 471-2300

Web site: _____
E-mail: _____

24 WASHINGTON STREET KANSAS CITY, MO 64141-4116

PAGES FAXED: _____ DATE: _____

TO: Eisenhower FAX # _____

FROM: Boys Bottom School PHONE # _____

BID FORM

Pricing – Eisenhower Middle School	
Men restroom (Only) Bottom Floor	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Women Restroom (Only) Bottom Floor

THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743
 (816) 471-2300

Web site: _____
 E-mail: _____

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concept construction

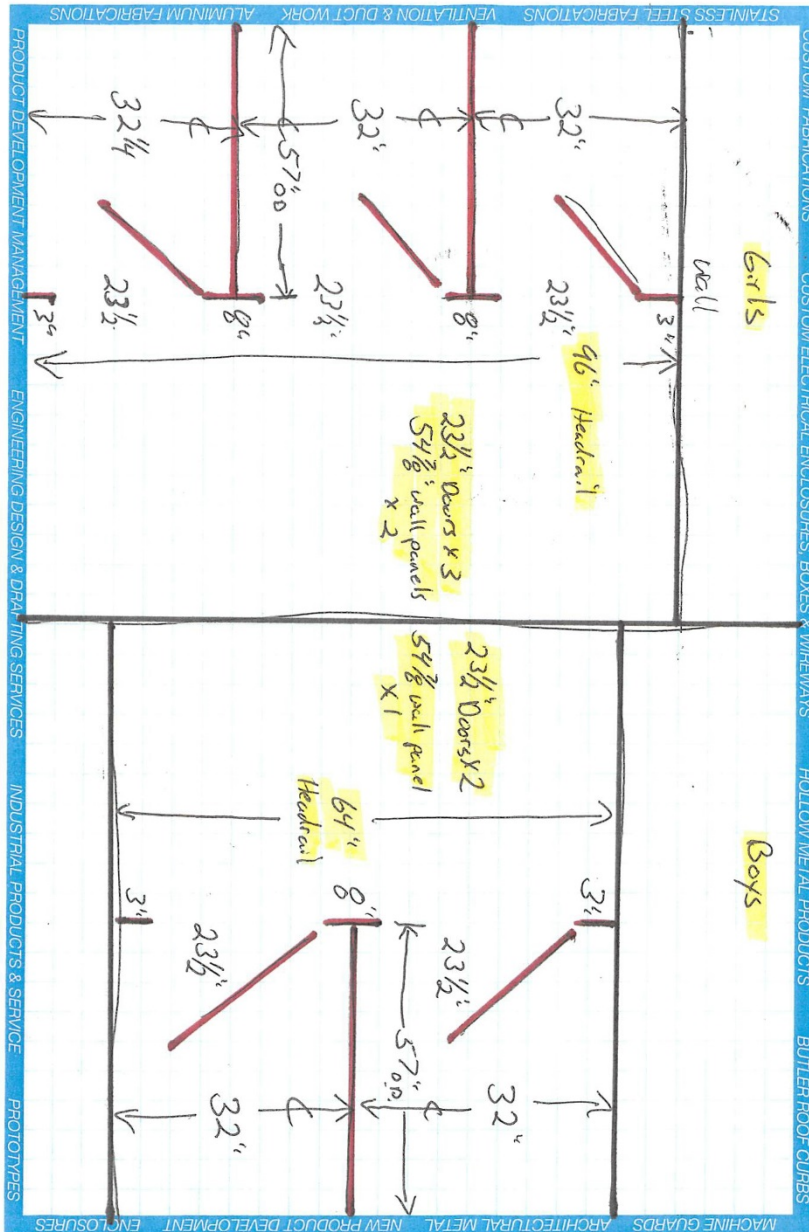
PAGES FAXED: _____ DATE: _____
 TO: Eisenhower FAX # _____
 FROM: Girls Restroom Floor PHONE # _____

STAINLESS STEEL FABRICATIONS
 VENTILATION & DUCT WORK
 ALUMINUM FABRICATIONS
 CUSTOM FABRICATIONS
 CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS
 HOLLOW METAL PRODUCTS
 BUTLER ROOF CURBS
 MACHINE GUARDS
 ARCHITECTURAL METAL
 NEW PRODUCT DEVELOPMENT
 ENCLOSURES
 PRODUCT DEVELOPMENT MANAGEMENT
 ENGINEERING DESIGN & DRAFTING SERVICES
 INDUSTRIAL PRODUCTS & SERVICE
 PROTOTYPES

Bid Form

Pricing – Eisenhower Middle School Women restroom (Only) Bottom Floor	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Women and Men Locker Rooms



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FAX (816) 471-4743
 (816) 471-2300

Web site: _____
 E-mail: _____

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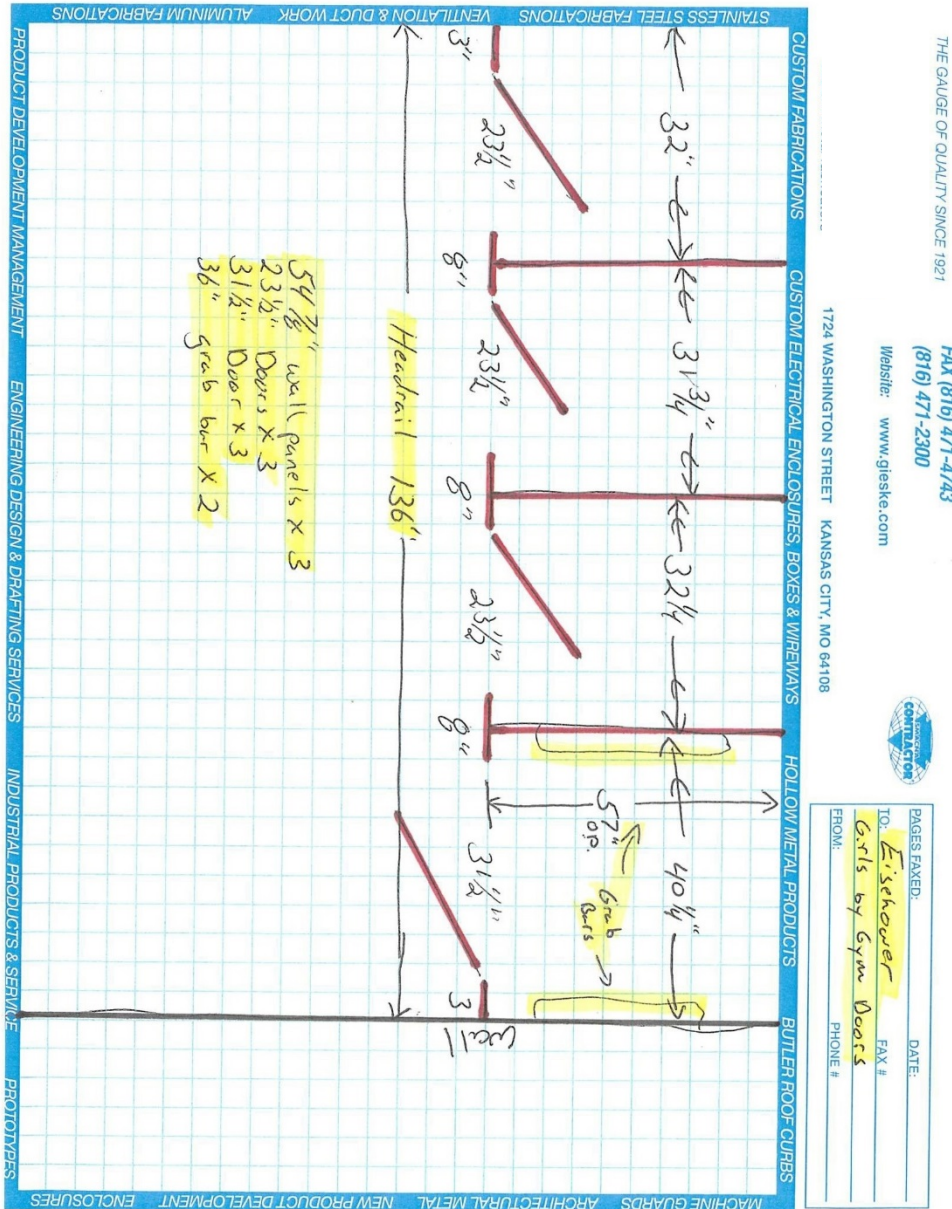
CONCRETE CONTROL ACTION

PAGES FAXED: _____ DATE: _____
 TO: Eisenhower FAX # _____
 FROM: Locker Rooms PHONE # _____

Bid Form

Pricing – Eisenhower Middle School Women and Men Locker Rooms	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

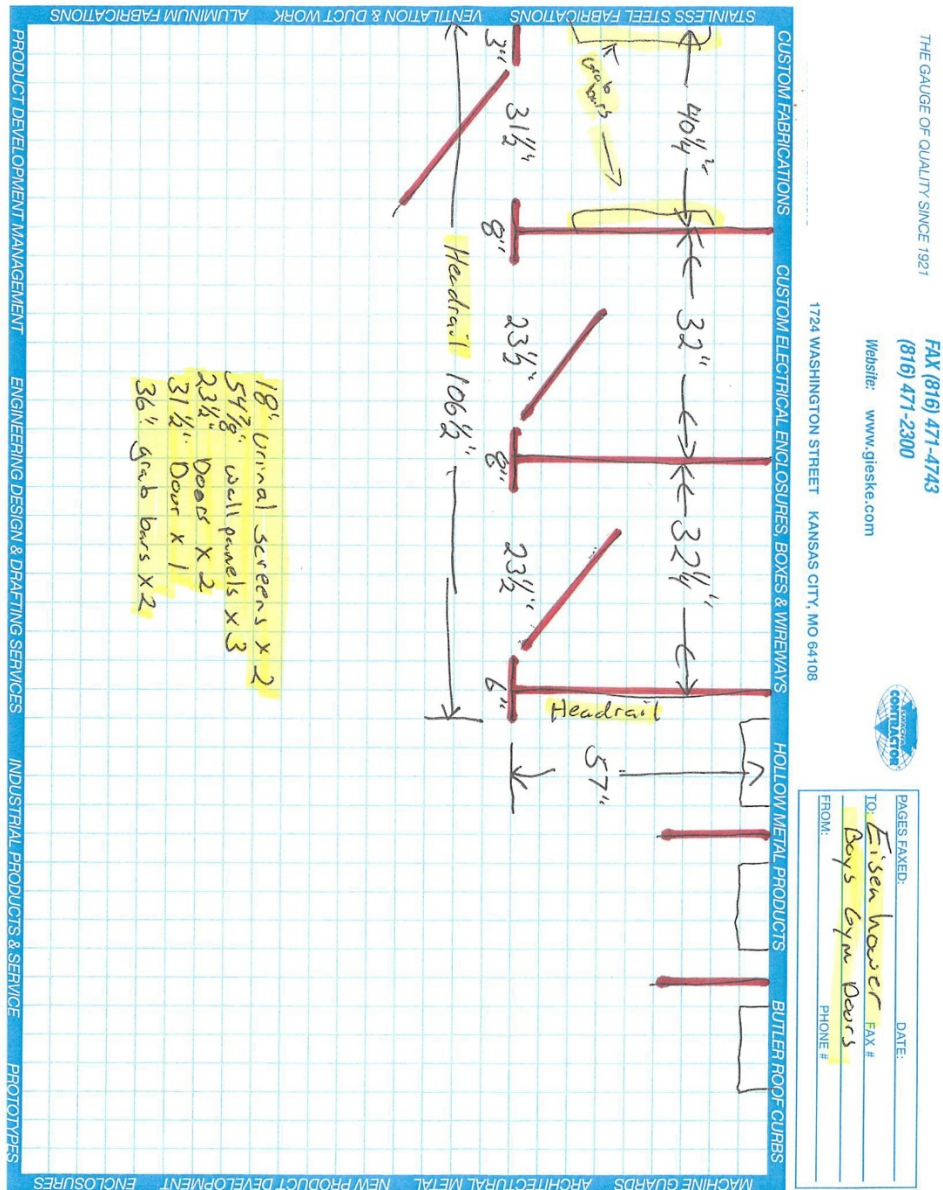
LOCATION: Eisenhower: Women Rest Room by Gym Doors



Bid Form

Pricing – Eisenhower Middle School Women Rest Room by Gym Doors	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

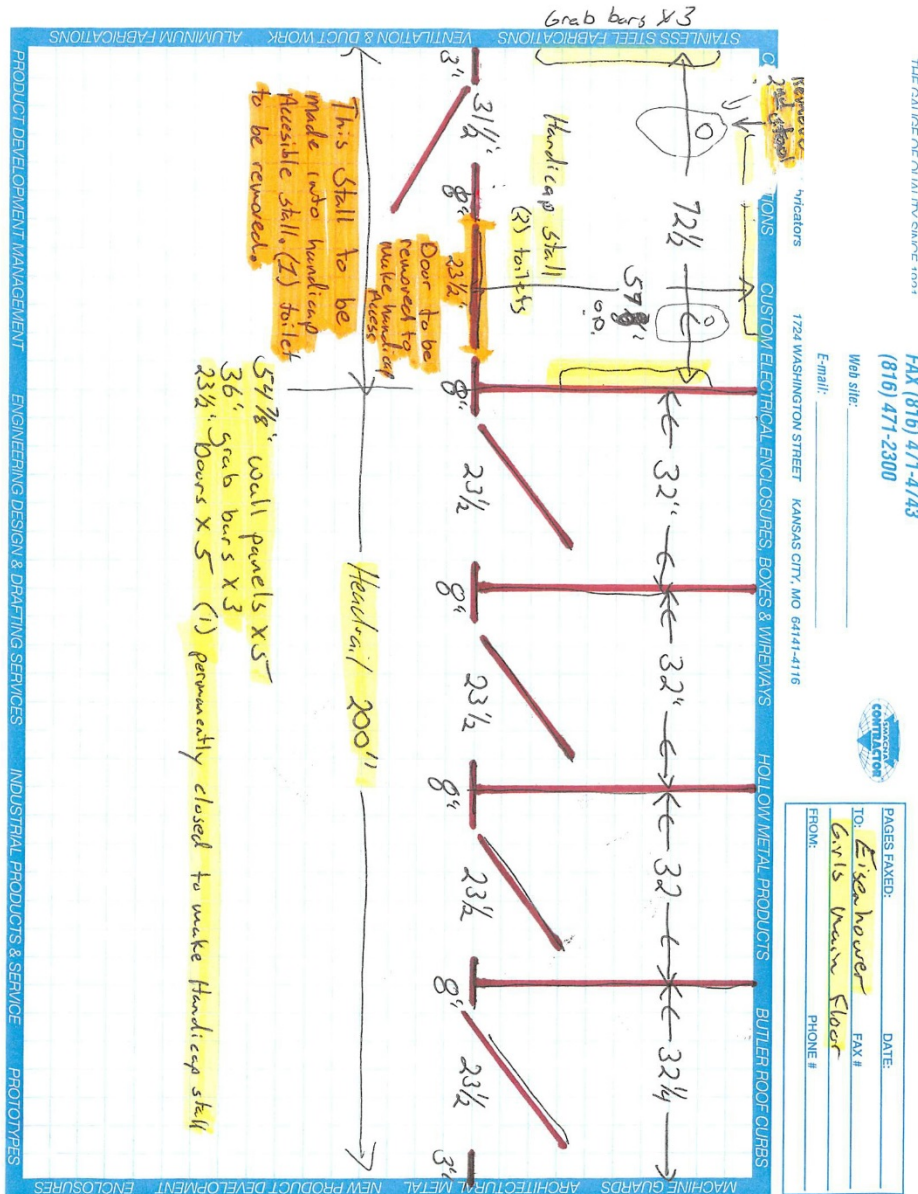
LOCATION: Eisenhower: Men Rest Room by Gym Doors



Bid Form

Pricing – Eisenhower Middle School Men Rest Room by Gym Doors	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower: Women Rest Room on Main Floor



THE RANGE OF ENCLAVE 1003
 FAX (816) 471-4743
 (816) 471-2300
 Web site: _____
 E-mail: _____



PAGES FAXED: _____ DATE: _____
 TO: Eisenhower FAX # _____
 FROM: Girls Main Floor PHONE # _____

Bid Form

Pricing – Eisenhower Middle School Women Rest Room on Main Floor	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Eisenhower Faculty South & North

South

Remove Both

23 1/2' Door x 1

23 1/2' Door x 1

wood laminate

wood laminate

3'

23 1/2'

6"

21'

24 1/2'

21'

6"

23 1/2'

3'

3'

STAINLESS STEEL FABRICATIONS

ALUMINUM FABRICATIONS

VENTILATION & DUCTWORK

CUSTOM FABRICATIONS

CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS

HOLLOW METAL PRODUCTS

BUTLER ROOF CURBS

MACHINE GUARDS

ARCHITECTURAL METAL

NEW PRODUCT DEVELOPMENT

ENCLOSURES

PRODUCT DEVELOPMENT MANAGEMENT

ENGINEERING DESIGN & DRAFTING SERVICES

INDUSTRIAL PRODUCTS & SERVICE

PROTOTYPES

THE GAUGE OF QUALITY SINCE 1921

FAX (816) 471-4743

(816) 471-2300

Web site: _____

E-mail: _____

24 WASHINGTON STREET KANSAS CITY, MO 64141-4118

COMTEC CORPORATION

PAGES FAXED: _____ DATE: _____

TO: Eisenhower Faculty South / North

FROM: _____ FAX # _____

PHONE # _____


BID FORM

Pricing – Eisenhower Elementary School	
Faculty Men & Women restroom	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Caruthers: Men Rest Room upper North Hall

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FAX (816) 471-4743
(816) 471-2300
 Website: www.gieske.com

1724 WASHINGTON STREET KANSAS CITY, MO 64108



PAGES FAXED: _____ DATE: _____

TO: Caruthers FAX # _____

FROM: Boys Upper North Hall PHONE # _____

STAINLESS STEEL FABRICATIONS **CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS** **HOLLOW METAL PRODUCTS** **BUTLER ROOF CURBS**
VENTILATION & DUCT WORK **ALUMINUM FABRICATIONS** **PRODUCT DEVELOPMENT MANAGEMENT** **ENGINEERING DESIGN & DRAFTING SERVICES** **INDUSTRIAL PRODUCTS & SERVICE** **PROTOTYPES**
MACHINE GUARDS **ARCHITECTURAL METAL** **NEW PRODUCT DEVELOPMENT** **ENCLOSURES**

Bid Form

Pricing – Caruthers Elementary School Men Rest Room upper North Hall	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Caruthers: Women Rest Room upper North Hall

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 (816) 471-2300
 Website: www.gieske.com

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CONSULTANT

PAGES FAXED: _____ DATE: _____
 TO: Caruthers FAX # _____
 North Hall upper boys & girls
 FROM: _____ PHONE # _____

BUTLER ROOF CURBS
 HOLLOW METAL PRODUCTS
 WIREMAYS
 BOXES & ENCLOSURES
 ELECTRICAL
 CUSTOM FABRICATIONS

STAINLESS STEEL FABRICATIONS
 VENTILATION & DUCT WORK
 ALUMINUM FABRICATIONS

PRODUCT DEVELOPMENT MANAGEMENT
 ENGINEERING DESIGN & DRAFTING SERVICES
 INDUSTRIAL PRODUCTS & SERVICE
 PROTOTYPES

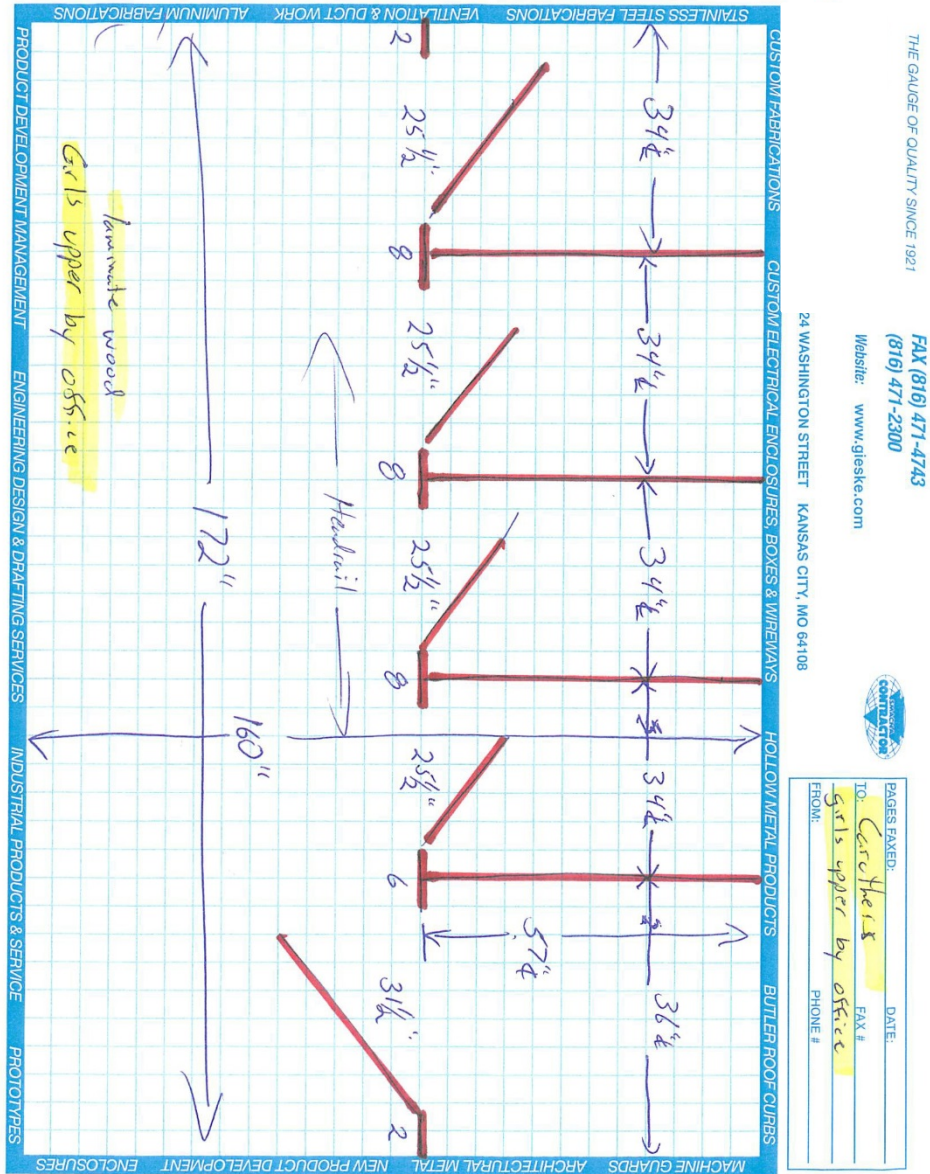
MACHINE GUARDS
 ARCHITECTURAL METAL
 NEW PRODUCT DEVELOPMENT
 ENCLOSURES

Girls
Upper
Library
North Hall

Bid Form

Pricing – Caruthers Elementary School Women Rest Room upper North Hall	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Caruthers: Women Rest Room upper by office



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PAGES FAXED: _____ DATE: _____
 TO: Caruthers FAX # _____
 FROM: Girls upper by office PHONE # _____

Bid Form

Pricing – Caruthers Elementary School Women Rest Room upper by office	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Caruthers Men Rest Room upper by office

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 CUSTOM FABRICATIONS
 CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS
 HOLLOW METAL PRODUCTS
 BUTLER ROOF CURBS
 MACHINE GUARDS
 ARCHITECTURAL METAL
 NEW PRODUCT DEVELOPMENT
 ENCLOSURES
 VENTILATION & DUCT WORK
 ALUMINUM FABRICATIONS
 PRODUCT DEVELOPMENT MANAGEMENT
 ENGINEERING DESIGN & DRAFTING SERVICES
 INDUSTRIAL PRODUCTS & SERVICE
 PROTOTYPES

Boys upper by office metal

58" panels

4"

66 1/4"

25 1/2"

3"

59"

Headrail

(3) 18" vertical screens w/ continuous w/ relief bracket

PAGES FAXED: _____ DATE: _____
 TO: Caruthers FAX # _____
 FROM: Upper by office PHONE # _____

Bid Form

Pricing – Caruthers Elementary School Men Rest Room upper by office	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Caruthers: Womens Rest Room upper East Hall

STAINLESS STEEL FABRICATIONS CUSTOM FABRICATIONS
 VENTILATION & DUCT WORK CUSTOM ELECTRICAL ENCLOSURES, BOXES & WIREWAYS
 ALUMINUM FABRICATIONS HOLLOW METAL PRODUCTS BUTLER ROOF CURBS

Womens Restroom East hall upper

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 (816) 471-2300
 Website: www.gleske.com

PAGES FAXED: TO: *Caruthers* DATE:
 FROM: *upper* FAX #
 PHONE #

PRODUCT DEVELOPMENT MANAGEMENT ENGINEERING DESIGN & DRAFTING SERVICES INDUSTRIAL PRODUCTS & SERVICE PROTOTYPES

MACHINE GUARDS ARCHITECTURAL METAL NEW PRODUCT DEVELOPMENT ENCLOSURES

Bid Form

Pricing – Caruthers Elementary School Womens Rest Room upper East Hall	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: Caruthers: Men and Women Rest Room lower East Hall

STAINLESS STEEL FABRICATIONS

ALUMINUM FABRICATIONS

PRODUCT DEVELOPMENT MANAGEMENT

ENGINEERING DESIGN & DRAFTING SERVICES

INDUSTRIAL PRODUCTS & SERVICE

PROTOTYPES

CUSTOM FABRICATIONS

CUSTOM ELECTRICAL ENCLOSURES, BOXES & PANELS

HOLLOW METAL PRODUCTS

SUTLER ROOF CURBS

MACHINE GUARDS

ARCHITECTURAL METAL

NEW PRODUCT DEVELOPMENT

ENCLOSURES

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FAX (816) 471-4743

(816) 471-2300

Website: www.gieske.com

1724 WASHINGTON STREET KANSAS CITY, MO 64108

DATE: _____

PAGES FAXED: _____

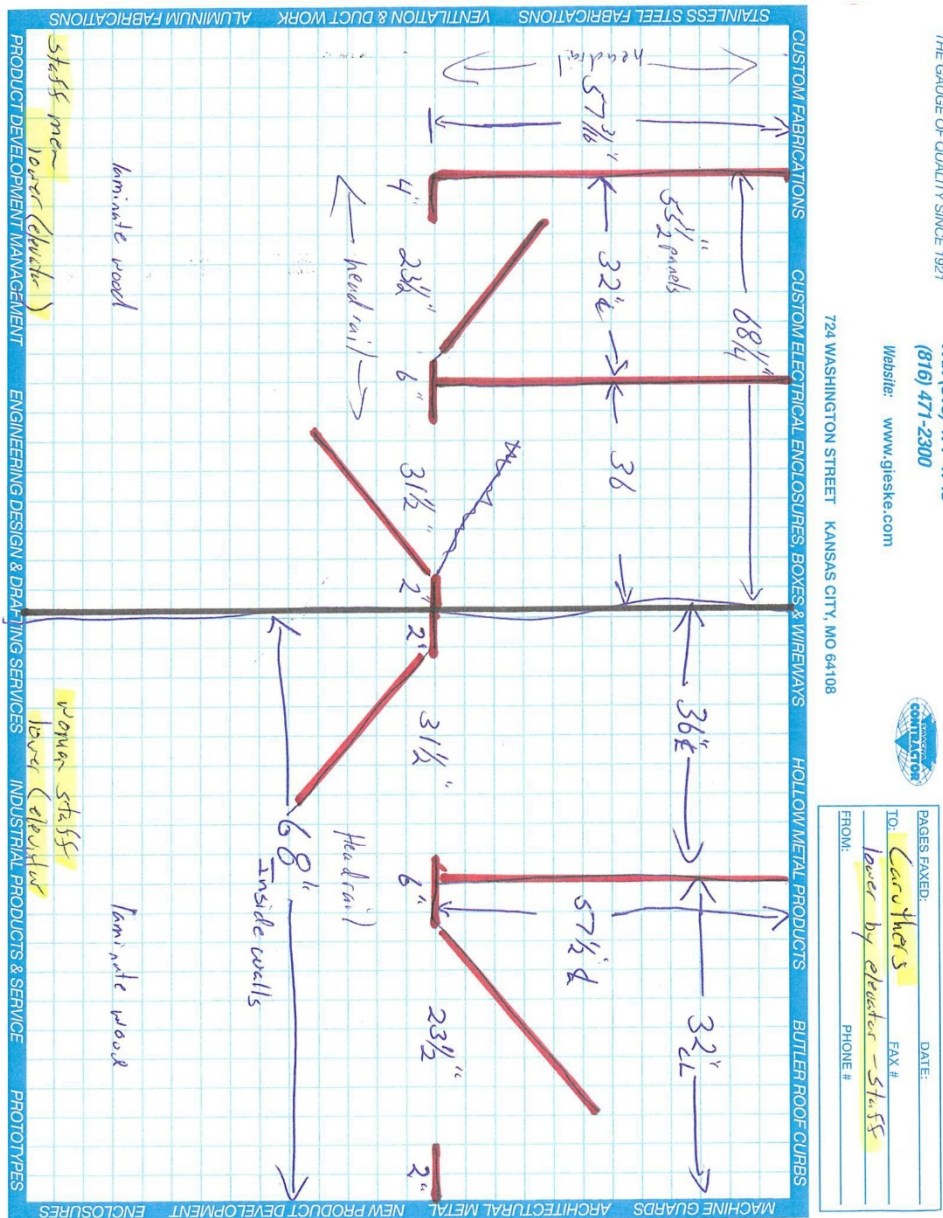
TO: Caruthers FAX # _____

FROM: East hall lower PHONE # _____

Bid Form

Pricing – Caruthers Elementary School Men and Women Rest Room lower East Hall	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

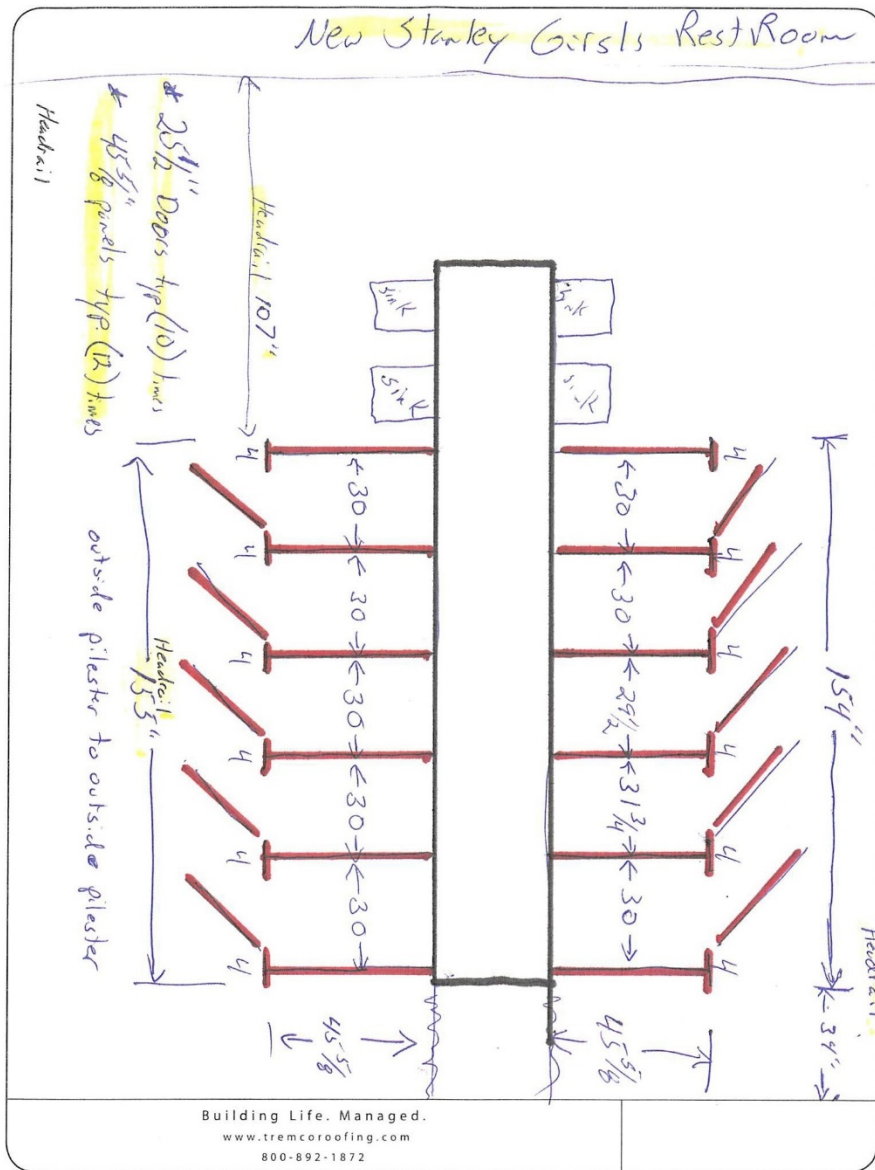
LOCATION: Caruthers Lower by Elevator - Staff



Bid Form

Pricing – Caruthers Lower by Elevator - Staffs	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: New Stanley: Women Rest Room

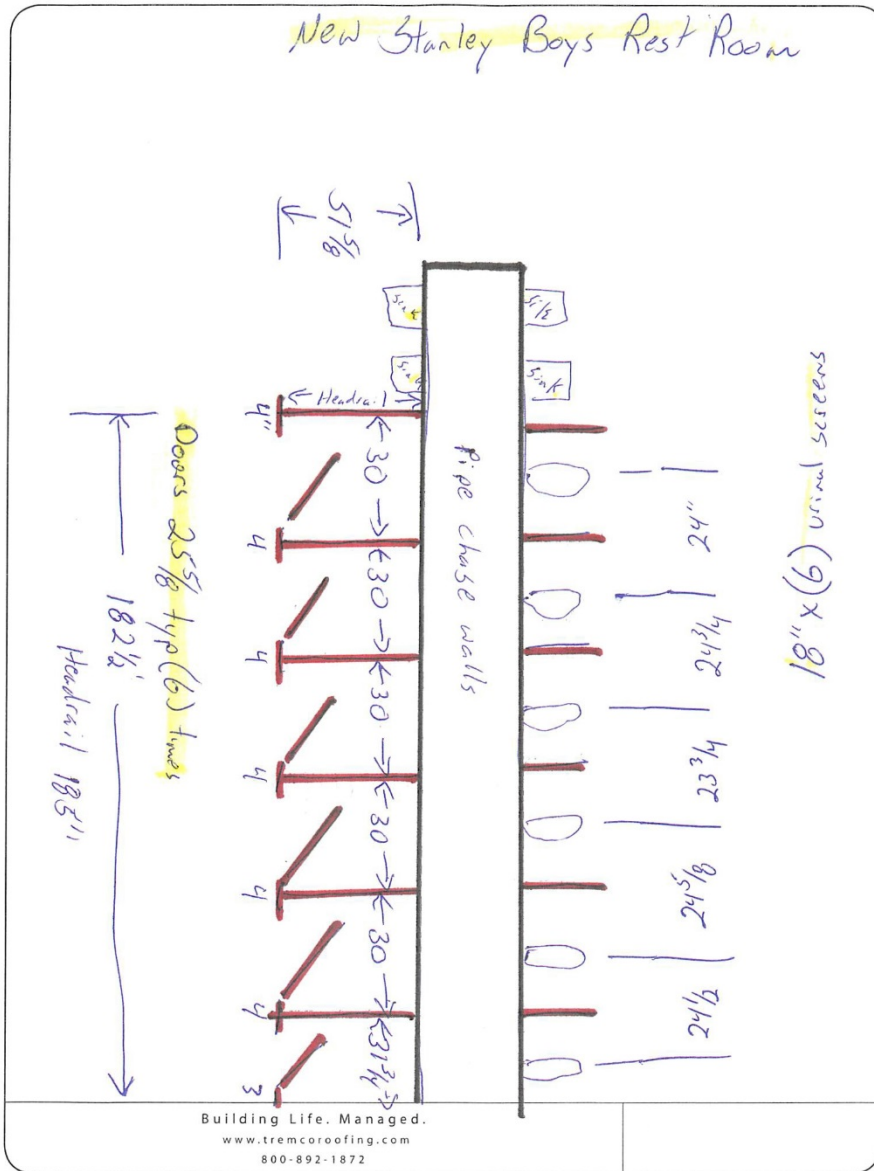


Bid Form

Pricing – New Stanley Elementary School Women Rest Room	
Materials	\$
Labor	\$
Total	\$

Days to Complete Work	Days
-----------------------	------

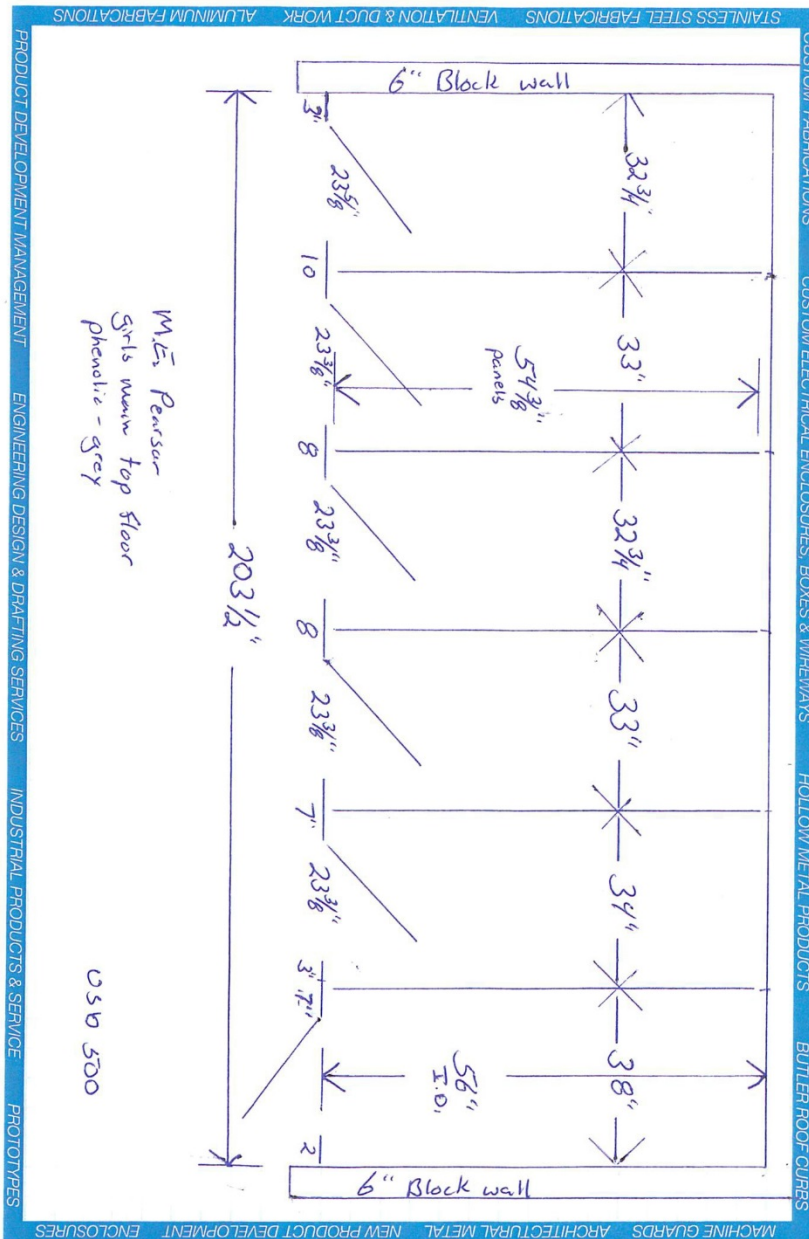
LOCATION: New Stanley:Men Rest Room



Bid Form

Pricing – New Stanley Elementary School Men Rest Room	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

LOCATION: ME Pearson: Women Rest Room main Top Floor



THE GAUGE OF QUALITY SINCE 1921

PH (816) 471-4143
 (816) 471-2300
 Website: www.gieske.com

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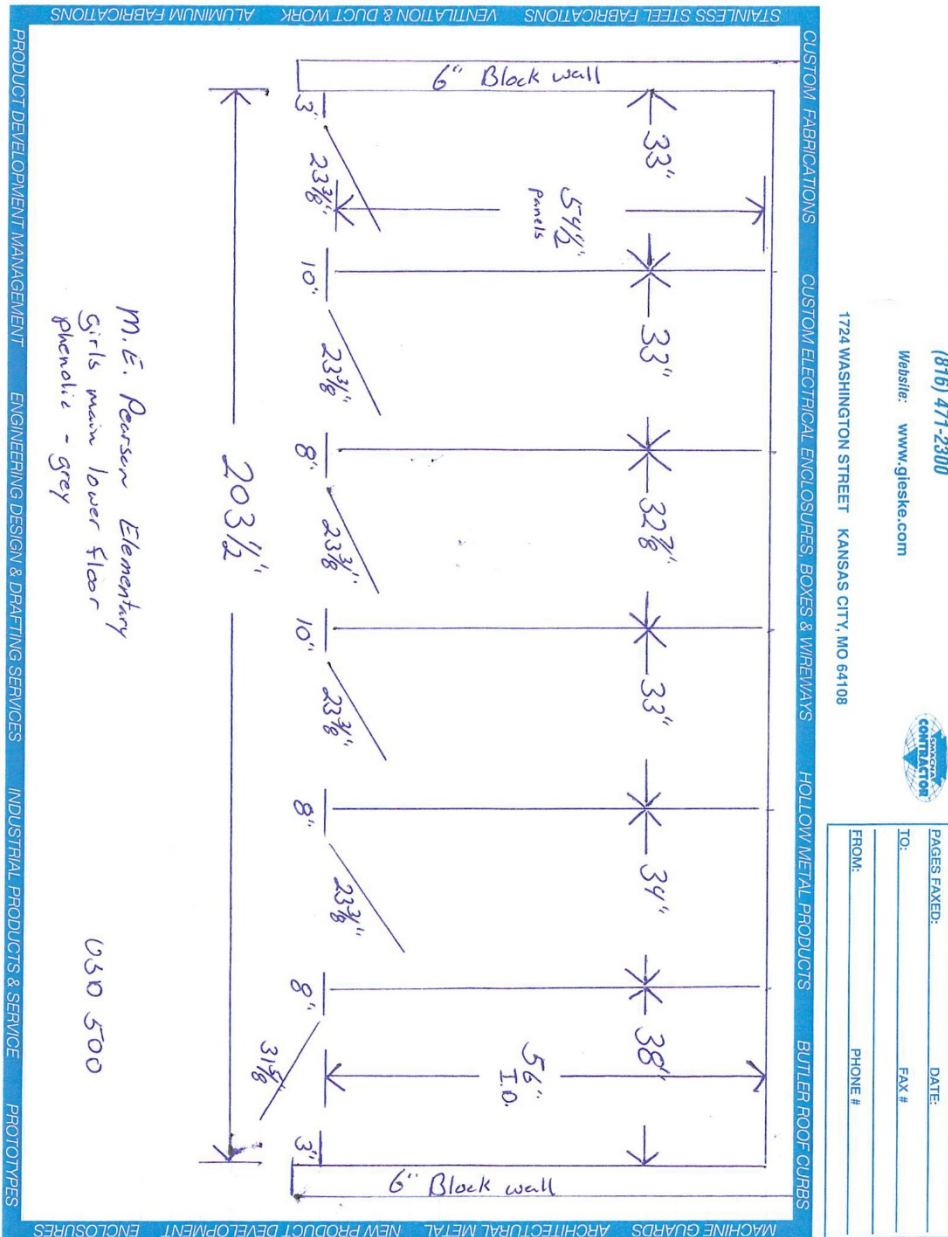
CONSTRUCTION CONSULTANTS

PAGES FAXED: _____ DATE: _____
 TO: _____ FAX # _____
 FROM: _____ PHONE # _____

BID FORM

Pricing – ME Pearson Elementary School Women Rest Room main Top Floor	
Materials	\$
Labor	\$
Total	\$
Days to Complete Work	Days

ME Pearson: Girls Main Lower Floor Phenolic - Grey



BID FORM

Pricing – ME Pearson Elementary School Girls Main Lower Floor Phenolic Grey	
Materials	\$
Labor	\$
Total	\$
Days to Complete	Days

Total Cost – All Projects (by Location)	
New Chelsea Elementary	\$
Banneker Elementary	\$
Eisenhower Middle School	\$
Caruthers Elementary	\$
New Stanley Elementary	\$
ME Pearson Elementary	\$
Total	\$
Days to Complete All Work	
	Days

ATTACHMENT C – NO BID RESPONSE FORM

BID TITLE: BATHROOM STALL REPLACEMENT
BID NO.: 19-022

Note to Vendor:

If your company's response is a "No Bid", KCKPS is very interested in the reason for such response since KCKPS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

PLEASE INDICATE YOUR REASON FOR RESPONDING WITH A "NO BID"	
<input type="checkbox"/>	UNABLE TO MEET REQUIREMENTS FOR THIS PROJECT
<input type="checkbox"/>	UNABLE TO MEET TIME FRAME ESTABLISHED FOR START AND/OR COMPLETION OF THIS PROJECT
<input type="checkbox"/>	RECEIVED TOO LATE TO REPLY RECEIVED ON: _____
<input type="checkbox"/>	PLEASE REMOVE OUR COMPANY'S NAME FROM RECEIVING SIMILAR TYPE SOLICITATIONS
<input type="checkbox"/>	OTHER (PLEASE SPECIFY): _____

SIGNED:

BY:	_____	DATE	_____
TITLE:	_____	FIRM:	_____
PHONE:	_____	EMAIL:	_____

ATTACHMENT D – QUALIFICATIONS AND REFERENCES

BID TITLE: BATHROOM STALL REPLACEMENT

1. QUALIFICATIONS

Indicate your company's qualifications to provide the service/products requested. Include the following information:

- (a) Name, Address, and Telephone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- (b) Organizational structure under which the Proposer's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc...).
- (c) Name and title of each of the Proposer's principal officers (President, Vice President, Chairperson of the Board of Directors, etc...).
- (d) Federal Employer ID and business license to work in the City of Kansas City, Kansas.
- (e) Copy of all licenses or other documentation, which authorizes your company to provide the requested services.
- (f) Other information that may be pertinent to your company's qualifications to provide the requested services.
- (g) Date Founded
- (h) Organizational Structure
- (i) Sole Proprietorship
- (j) Partnership
- (k) Corporation

Ownership Status

- () Independent
- () Subsidiary (Name of Parent Organization: _____)

Company History

- (a) Office Locations
- (b) Personnel
- (c) Expertise

2. References

Provide a list of references that will include the following information:

- (a) List at least three (3) references where you are currently providing services. Include the following information:
- 1) Name of Reference
 - 2) Nature of Business
 - 3) Address
 - 4) Telephone Number
 - 5) Contact Person
 - 6) Number of years your company has provided service
- (b) Other references or information that will provide pertinent information.

ATTACHMENT E – 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 Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 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 Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
24. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents 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. 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.