

**INVITATION TO BID**

**SERVICE CONTRACT FOR CARPET MATERIAL  
Maintenance and Operations Department  
Kansas City, Kansas Public Schools**

**January, 2010**

**BID NUMBER: 90014**

**BID SPECIFICATIONS**

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## **A. PROJECT DESCRIPTION AND REQUIREMENTS**

**GENERAL NOTE: USD #500- Kansas City Kansas Public Schools (Owner) - shall provide carpet material (broadloom or tile) for installation by the successful bidder. Products currently used are from Barrett Carpet and may be either Broadloom- Barrett Athens Broadloom or Barrett Athens Modular.**

1. Enclosed are the specifications for service work performed by a Carpet Layer Journeyman. Please submit your bid to the office of Director of Purchasing, 625 Minnesota Avenue, Kansas City, KS 66101, no later than **2:00 p.m.**, on **January 21, 2010**. The contract will be awarded on the lowest and best bid submitted for all work listed.
2. Your attention is called to the insurance requirements, and nondiscrimination in employment. A copy of the insurance requirements and a copy of the nondiscrimination in employment with the affidavit to be signed are in the specifications.
3. **Questions concerning this service contract should be directed to Carpenter Foreman Richard Porras, USD #500 Shop Office at 627-3850.**
4. Please mark the outside of your envelope containing your bid **“SERVICE CONTRACT FOR CARPET LAYER JOURNEYMAN.”**
5. If requested by the School District, the successful bidder will be required to submit a breakdown of cost for each item.
6. Prior to commencement of work, the contractor shall meet with personnel of the Maintenance and Operations Department to develop a work schedule. It is necessary for the School District to reserve the right to change such work schedules, if necessary, to coordinate with other services and scheduled School District activities. The contractor will be required to designate a capable Foreman, authorized to make decisions and be present at the job site(s) at all times, if needed.
7. The School District reserves the right to reject any and all bids.
8. This service contract is intended only for work on *emergency* or *supplemental* work to District Maintenance and Operations crews totaling a maximum of \$19,995 with approval of the Assistant Superintendent of Business and Instructional Support Services. Director of Physical Properties will approve costs up to \$10,000.00.

## **B. BID FOR CARPET LAYER JOURNEYMAN SERVICE CONTRACT**

**TO: Kansas City, Kansas Public Schools USD500  
Office of the Assistant Superintendent for Business Affairs  
625 Minnesota Avenue  
Kansas City, Kansas 66101**

The **Board of Education of USD500** (hereafter referred to as **"BOE"**) is soliciting sealed, formal bid proposals from qualified vendors (hereafter referred to as "Vendor") for the purchase of equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed bids shall be received by **"BOE"**, in the **Business Office of the Assistant Superintendent of Business Services, 3<sup>rd</sup> floor, Main Library Building, 625 Minnesota Ave., Kansas City, Kansas**, until the time specified on the Bid Opening Schedule, at which time all bids shall be publicly opened and read aloud. Neither dating of the bid form, nor placing the bid in the mail by this date shall meet legal requirements; the formal bid document must be received in the **Business Office** of the **"BOE"** on or before the date and time stated.

**"BOE"** reserves the right to reject any and all bids received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this bid document prior to submitting a bid proposal.

It is the basic philosophy of **"BOE"** to extend to all responsible Vendors, equal consideration and the assurance of unbiased judgment in determining whether their product or service meet specifications and the educational needs of the school district. **"BOE"** shall fairly evaluate all formal bid proposals submitted and base all decisions on the "lowest and best" bid concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. **"BOE"** shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this formal bid has met all legal requirements, hence the requirement to offer public notice of the intent of **"BOE"** to solicit bids via this bid document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to **"BOE"**, an offer for the sale of all products and/or services specified herein. It is the purpose of this bid document to clearly define "open" and "competitive" product or service bid specifications. All items on this bid are to be as specified or **"BOE"** approved equal.

All bids and supporting bid documents becomes public information after the bid opening and are made available for inspection by the general public in accordance with the Kansas Open Records Act.

**B. BID FOR CARPET LAYER SERVICE CONTRACT**

The bidder, in compliance with the invitation for bid for service contract for Carpet Layer Journeyman (**Contractor**) for service work in accordance with the specifications prepared by the Kansas City, Kansas USD500 Maintenance and Operations Department, dated **January, 2010**, and having examined the specifications with related documents and the site of the proposed work, and being familiar with all the conditions pertaining to the construction and servicing of the proposed equipment, including the availability of materials and labor, hereby proposes to furnish all labor and supplies to service, repair, and install new equipment at the School District in accordance with the contract documents, within the time set forth herein at the prices stated below. These prices are to cover all expenses including taxes, incurred in performing the work required under the contract documents, of which this bid is a part.

**Addendum:** Vendor shall acknowledge the receipt of all addenda which were issued during the course of this formal bid. If specified in the text of the addenda, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the bid (e.g., pricing), in which case the Addenda shall not only be acknowledged below, but shall be completed and attached to the bid at the time the bid proposal is submitted. Receipt of the following Addenda issued during the course of this formal bid is hereby acknowledged:

**Addendum No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum No.** \_\_\_\_\_ **Dated:** \_\_\_\_\_

It is acknowledged that this formal bid proposal consists of the following sections: PROPOSAL FOR, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS, and any ADDENDA (if applicable). The detailed specifications section may include blueprints, drawings, or other documents which shall be deemed to be a part of these written specifications. I/We understand that each form is to be signed as required in the specifications, and unless this has been done, the bid proposal may be considered incomplete and therefore rejected. Likewise, it is understood that the submission of all documents called for in the detailed specifications shall be submitted as defined in the specifications, and that failure to do so may result in rejection of the bid in part or in total. I/We, the undersigned, do hereby understand and accept all sections of this bid document and all addenda (if applicable) under which this quotation is being submitted and agree to perform in compliance with the specification requirements as set forth herewith.

I/We further agree that “**BOE**” reserves the right to award the order, if awarded, within thirty **(30)** days from the date of the bid opening, unless otherwise indicated in the written specifications which follow. Consequently, I/We agree not to request permission to withdraw the quotation after bids have been publicly opened for this period of time.

**B. BID FOR CARPET LAYER JOURNEYMAN SERVICE CONTRACT, continued**

Having carefully examined all elements of the specifications and addenda, I/we propose to furnish all equipment, supplies, materials, labor, or services required according to the written bid specifications in connection with this bid and do hereby submit the following formal bid proposal, for the total amounts indicated on the proposal form pages, where requested in the bid document.

The individual signing this Bid Proposal shall be a responsible officer of the company and shall be authorized to sign on behalf of the company.

## INSTRUCTIONS AND CONDITIONS

### PREPARATION OF BID PROPOSAL

Vendors should adhere to all of the instructions and conditions as contained in this section of the bid as well as all other sections of these bid specifications; failure to do so may result in rejection of the bid.

All bid proposals must be completed in ink or typewritten; all bids must be manually signed. No erasures shall be permitted; mistakes may be crossed out and corrections inserted adjacent. All corrections (including "white-out") must be initialed in ink by the person signing the bid proposal. The proposal must be signed with the firm or corporate name and by a responsible officer or employee of the firm. Vendor is to acknowledge receipt of any and all addenda (if any) re-bid specifications and/or drawings which are published for this bid. All addenda shall be acknowledged as outlined in the Proposal Form section of this bid document.

Vendors should respond by using the proposal form and all other sections of this bid document without alterations, where information is requested. For every item proposed. The "Unit Price," "Total Price," (where requested), and "Quoting On" lines must be completed. The Vendor must complete all information concerning warranties, delivery dates, etc., where requested, all "checklists" must be completed and submitted with the bid, if required in the specifications.

Pages, on which there are no items being quoted by the Vendor, may be detached, and only those pages which contain a quoted item(s), along with the signed proposal form (both pages of the proposal form) and all other documents stated in the detailed specifications need be returned. On pages in which there are both items being quoted and items for which a price quotation is not being offered, the Vendor shall indicate "No Bid" on the "Total Price" line for all items not being offered for bid.

Prices must be stated in units specified hereon; i.e., in the units of measure indicated (per each, or dozen, case, etc.). **“BOE”** shall not be responsible for pricing which does not conform to the unit of measure indicated, and likewise **“BOE”** has no authority to amend a unit price once submitted even if the error is obvious. Pricing must be stated in U.S. dollars and cents and shall be offered in a known amount; i.e., a bid which simply states "My bid is **\$1.00** lower than the lowest bid received" shall not constitute a legal bid proposal.

## **SUBMISSION OF BID PROPOSALS**

Bids, once completed, should be placed in an opaque envelope with a label attached to the outside of the envelope, with the Vendor name and bid number as they appear on the proposal form written on the label, in order that the bid may be accurately registered upon receipt. A responsible official who is a legal representative of the Vendor must sign the attached proposal form, In order for the bid to be valid and acceptable. A bid which is not signed is not binding on the part of the Vendor and therefore does not constitute an informality which may be waived by “BOE”. Should a return label not be included with the bid document, address the outside of the envelope as follows:

| <b>IF MAILED</b>                                | <b>IF DELIVERED</b>                             |
|---|---|
| <b>Board of Education USD500</b>                | <b>Board of Education USD500</b>                |
| <b>Asst. Superintendent Business Services</b>   | <b>Asst. Superintendent Business Services</b>   |
| <b>3<sup>rd</sup> Fl. Main Library Building</b> | <b>3<sup>rd</sup> Fl. Main Library Building</b> |
| <b>625 Minnesota Ave.</b>                       | <b>625 Minnesota Ave.</b>                       |
| <b>Kansas City, Kansas 66101</b>                | <b>Kansas City, Kansas 66101</b>                |

In addition, the following information should be indicated on the outside of the bid envelope: (a) Vendor Name and Address and (b) Bid Name and Number (if applicable) and Bid Opening Date, as listed on the Bid Opening Schedule.

If the **District's Central Office** is closed for any reason, Including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next work day that the **District's Central Office** shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the **School District** until the new date and time of the bid opening as set forth herein. “BOE” shall not be held responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the **Central Office**. Each Vendor shall be required to ensure the delivery and receipt of its bid by “BOE’S” **Central Office** prior to the date and time of bid opening.

## **MODIFICATION AND WITHDRAWAL OF BIDS AND LATE BIDS**

Bid proposals should be verified before submission for accuracy and correctness, since “**BOE**” shall not be responsible for any errors for which the Vendor is responsible. Bids may be modified or withdrawn by written notice or in person from the Vendor, if received in the **Central Office** prior to the time set forth in the Bid Opening Schedule; no telephone oral withdrawals shall be accepted. Notations written by the vendor on the outside of the bid envelope stating that an amount is to be "added" or "deducted" from the pricing structure submitted on the bid document sealed inside the envelope shall not be deemed permissible; all such notations shall be ignored relative to pricing submitted by the vendor. The pricing submitted on the form(s) provided by “**BOE**” shall be deemed to constitute the legal pricing offered by the vendor and it is that pricing which shall prevail and for which the vendor shall be accountable.

No bids may be accepted, modified or withdrawn which are received in the **Central Office**, after the time set for the opening of bids. **NO EXCEPTIONS!** Any and all bids received after the bid opening time and date indicated on the Bid Opening Schedule shall be refused and marked "Late Bid" and returned to the Vendor, unopened. No formal bid proposals may be "faxed" and no telegraphic modifications may be made to any bid proposal once received by “**BOE**”; all changes shall be made prior to the bid opening on the document submitted to “**BOE**”.

## **ACCEPTANCE AND AWARD OF BID PROPOSAL**

The Vendor's bid proposal, once submitted and accepted as a valid bid by “**BOE**”, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to “**BOE**” as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by “**BOE**” at any time within thirty (30) days following the bid opening date. Consequently, all price quotations shall be effective for a minimum of thirty (30) days and a maximum period as indicated in the specifications. All bids must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose bid, conforming to the specifications, is deemed to be the most advantageous to “**BOE**”, price and all other factors considered. The Vendor acknowledges the right of “**BOE**” to reject the bid, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the bid is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from “**BOE**” (i.e., a duly issued purchase order or signed contract). All formal bid proposals shall be approved by the **Board of Education** prior to the award of the bid.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the bid proposal offer made by the Vendor, for all items and/or services approved by the **Board of Education USD500** and awarded as a result of this bid. However if in the opinion of “**BOE**” a contract document is required to authorize the award of the bid, Vendor agrees to sign and execute all such contract documents as required in the written specifications.

**NOTE: If Vendor policy requires that “BOE” sign Vendor contract documents, a sample of all such documents shall be included with the bid proposal and shall become a part of the Vendor's bid proposal.**

## **NO RESPONSE TO BID QUOTATION**

Due to the ever-increasing postal rates, it is necessary to remove the names of Vendors from bid mailing lists which do not respond in writing to formal bid proposals which are mailed to them. Henceforth, it shall be interpreted that a Vendor no longer wishes to remain on the bid mailing list for any bid, unless the Vendor offers a bid proposal or returns the cover sheet of the bid marked "NO BID - Please Leave Name on Active Bid Mailing List." Likewise, for the Board's information, please indicate on a sheet of your company's letterhead, the reason(s) why your company is not submitting a bid proposal in response to these specifications at this time. Failure to respond at all to an offer to bid shall result in the removal from the bid mailing list. It shall be the responsibility of the Vendor to notify “**BOE**” in writing if the Vendor relocates or if there is a change of address.

## **REJECTION OF BID PROPOSALS**

“BOE” reserves the exclusive right to reject the bid of any Vendor in part or total for reasons deemed appropriate, such as a documented past experience(s) in which the Vendor failed to perform according to stated specifications once awarded the bid, suspicious financial responsibility of the Vendor, instances in which Vendor offered references were checked with resulting negative connotations, etc. “BOE” reserves the right to accept the "**lowest and best**" bid, which in their judgment, assures “BOE” the product(s) or service(s) having the best performance and the highest level of function, quality and value. Any Vendor which does not indicate on the "Quoting On" line for each item on which a quotation is submitted, exactly what is being offered, may expect that item to be rejected, due to the fact that what is being offered cannot be clearly identified and compared to what is specified.

## **APPROVAL EQUAL**

It is the intent of this document to clearly define "open" and competitive product or service bid specifications. All items on this bid are to be as specified or “BOE” approved equal; “BOE” shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein. Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bid proposals for products which are of a different manufacturer and model number from that which is specified, provided the herein procedure is adhered to exactly. However Vendors are encouraged to offer products of those manufacturers and model numbers specified, if at all possible.

For any item(s) proposed, which is other than as specified (brand name and number), it is the responsibility of the Vendor to submit, with the bid proposal, a manufacturer's published detailed cut sheet(s) and description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. Likewise, any support literature for any item(s) proposed which is other than as specified (manufacturer and model number), shall be clearly labeled as to the Vendor's Name, the Item Number as it appears in the specifications, and the Item Name. It shall be the responsibility of the Vendor to insure that a detailed, technical description is provided for all items which shall allow for an accurate comparison to the item specified. All such support documentation shall be submitted with the bid proposal.

The bidder agrees to furnish all labor, tools, and equipment required to perform a service contract for maintenance, repair and new installation between **January 1, 2010**, and **December 31, 2010** for the first year of a **potential** five (5) year multi-year contract.

**UNIT LABOR PRICE FOR A CARPET LAYER JOURNEYMAN**

**8:00 a.m. - 5:00 p.m. Monday - Friday**

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**After 5:00 p.m. Monday - Friday & Saturday**

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**Sunday and Holidays**

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**MATERIAL MARKUP PERCENTAGE**

\_\_\_\_\_ Percentage (\_\_\_\_\_ %)

**SUBCONTRACTORS MARKUP PERCENTAGE**

\_\_\_\_\_ Percentage (\_\_\_\_\_ %)

**(Maximum markup percentage shall not exceed ten (10%) percent)**

**SUBMISSION OF BID**

1. Bids shall be stated in both words and figures. In the event of a discrepancy in the amount shown in the bid document between the words and the figures, words shall govern.
2. Bids may be withdrawn in person, telegram, or written request any time prior to the schedule closing time for receipt of bids.
3. Bids must be submitted on the bid sheet provided in the bid document, signed and completed.

**PERIOD OF SERVICE CONTRACT**

1. The Bidder agrees to furnish all labor, tools, parts, and equipment required to perform a **"CARPET LAYER JOURNEYMAN SERVICE CONTRACT SERVICE CONTRACT"** for maintenance, repair, between **January 1, 2010 and December 31, 2010**, for the first year of a potential five (5) year mutli-year contract. Potential renewal date on all multi- year Painting Service Contracts will be **January 1**, of each year.
2. This contract may be renewed at the expiration of its term, for four (4) additional term (in one (1) year increments), upon agreement by both parties. The first renewal year will be **January 1, 2011**.
3. All multi-year contracts are subject to funding appropriations and approval by the Board of Education and the Kansas City, Kansas Public School District USD #500. Should either funding or approval not be made the contract shall become null and void, effective at the renewal date.

**BASIS OF PRICE QUOTATIONS FOR MULTI YEAR CONTRACTS**

All prices shall be firm for the first year of the contract with a maximum increase of five (5%) percent per year on each additional years. Markup on Materials and Sub-Contractors **shall** remain the same for the life of the contract.

|   |                  |
|---|------------------|
| <b>1<sup>st</sup> year equal base year for unit labor price<br/>(January 1, 2010 – December 31, 2010)</b>                           | <b>\$ _____</b>  |
| <b>2<sup>nd</sup> year (1<sup>st</sup> year base X % _____ = 2<sup>nd</sup> year base<br/>(January 1, 2011 – December 31, 2011)</b> | <b>\$ _____)</b> |
| <b>3<sup>rd</sup> year (2<sup>nd</sup> year base X % _____ = 3<sup>rd</sup> year base<br/>(January 1, 2012 – December 31, 2012)</b> | <b>\$ _____)</b> |
| <b>4<sup>th</sup> year (3<sup>rd</sup> year base X % _____ = 4<sup>th</sup> year base<br/>(January 1, 2013 – December 31, 2013)</b> | <b>\$ _____)</b> |
| <b>5<sup>th</sup> year (4<sup>th</sup> year base X % _____ = 5<sup>th</sup> year base<br/>(January 1, 2014 – December 31, 2014)</b> | <b>\$ _____)</b> |

**TAXES AND FEE EXEMPTION**

Vendor pricing shall not include any taxes (unless specified), since **“BOE”** is a tax exempt entity. A State Excise Tax Exemption Certificate shall be executed by the **“BOE”** to the Vendor.

## **BASIS OF AWARD**

Prices offered under the unit labor price for normal working hours (**8:00a.m.-5:00p.m.**) and materials markup percentage will be utilized to make the bid award. The man-hour and material markup is based on a job equal to **40** man hours and **\$500.00** for materials.

## **PERFORMANCE OF WORK BY THE SERVICE CONTRACTOR**

The Service contractor who performs work involving this trade classification for the School District shall be self-performing, from within their own organization, for work to be performed under this service contract. The contractor *shall not assign work of this service contract, nor subcontract the whole of this service contract, nor any portions of this service contract to another sub-contractor.* Any work which involves another trade classification shall be allowed to be sub-contracted.

## **KANSAS CASH BASIS LAW**

The parties are notified that the agreement is subject to cancellation pursuant to Kansas Cash Basis Law. This contract may be terminated by the Owner, in its sole and uncontrolled discretion, at any time the Owner determines there are insufficient funds on hand in the treasury of said Owner for the lawful purpose of payment of the obligations of said Owner, due or to become due, under the terms of the contract. The parties hereto acknowledge the provisions and limitations of the Kansas Cash Basis Law, K.S.A. 10- 1101 et seg. and agree that this contract will be deemed void ab initio if it is determined by court of competent jurisdiction to be in violation of the Kansas Cash Basis Law.

## **PAYMENT AND INVOICING**

1. Unless otherwise indicated in the detailed specifications of this bid document, it is mutually understood that “**BOE**” shall make remittance in a single, lump sum payment following satisfactory delivery of all items listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. “**BOE**” remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied.

Consequently, Vendors agree to submit a single itemized invoice (original and duplicate) to “**BOE**”, \_\_\_\_\_, **Carpenter Foreman, 313 N. 10<sup>th</sup> St., Kansas City, KS 66102**, following the delivery of all items and/or services as indicated on the purchase order or contract. Multiple invoice documents (numbers) for the same purchase order or contract shall not be acceptable. Following satisfactory delivery of items and/or performance of services, only one invoice shall be submitted per purchase order or per contract, which shall be for all items and/or services contained on the order or in the contract. Invoices **SHALL NOT** exceed Contract Amount reflected in the value of the Purchase Order. Vendors will have no right or authority to exceed the value of the Purchase Order without prior written permission from the District. Properly prepared invoices **MUST INCLUDE** the following: purchase order number, date and location of work completed, and separate line items for material and labor costs (See Attachment “**B**”). If both materials and labor are provided by the contractor, the tax exempt **Project Completion Certificate** must be enclosed with the invoice to avoid unnecessary payment delays.

Following satisfactory invoicing as defined above and after receipt of all items on the purchase order and/or full performance of all services specified payment shall be made in full to the Vendor within thirty (**30**) days from either the date of delivery or the receipt satisfactory invoicing, as specified above, for the complete order or contract, whichever occurs last.

Lump sum payment will be made to the contractor upon final completion and acceptance of the work by the School District’s Representative and upon receipt of billing from the contractor. The contractor shall submit to the school district an itemized invoice with Purchase Order Number, building name, copies of man-hour time sheet, invoice for materials received from contractor suppliers, copies of three (**3**) price quotes for any individual items costing over Three Thousand Dollars (**\$3,000.00**), and showing material markup percentage cost. **NOTE:** The Contractor is not authorized to perform work beyond the amount specified by the purchase order. If the cost goes over the purchase order amount without the consent of the School District’s Representative and a sign **AIA” G714-1987, Construction Change Directive**, cost overrun will be the Contractor's responsibility.

2. Contractor **SHALL** also include with the final invoice, “**AIA” G707-1994, Consent of Surety to final Payment**, if bonds are required, “**AIA” G706-1994, Contractor’s Affidavit of Payment of Debts and Claims**, “**AIA” G706A-1994, Contractor’s affidavit of Release of Liens**, and signed “**Waivers of lien**” from all supplier of materials and any Sub-Contractors.
3. The contractor shall obtain three (**3**) price quotes for all individual items costing over Three Thousand Dollars (**\$3,000.00**). All three price quotations shall accompany the final invoice for the associated work. All material invoices shall accompany the contractor’s invoices and individual items shall be clearly identified.

## **RENTAL EQUIPMENT**

Should it become necessary for the contractor to rent equipment, the reimbursement will be at cost with no markup to the School District. The Contractor shall not be reimbursed for rental of equipment which is standard and necessary for Contractor to perform his craft, unless approved by the School District Representative prior to rental. Equipment rented from any rental company owned by the Contractor is unacceptable.

## **REMOVAL OF DEBRIS**

Where applicable, Vendor owned materials and equipment may be stored on the job site but the contractor shall maintain full responsibility for the stored items and full responsibility for any acts of vandalism or damage to **“BOE”** owned property as a result of the vandalism. Vendor must maintain the premises free from accumulations of waste, debris and rubbish caused by the execution of the contract, as a result of this bid. Upon completion of all work, crates, boxes, and packing material shall be removed from the point of work or delivery by the Vendor, at Vendor expense, and the premises are to be left free of debris.

## **COMPLYING WITH SPECIFICATIONS**

All material furnished must be in conformity with the specifications and shall be subject to inspection and approval by **“BOE”** following delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion or the entirety of any shipment which may be deemed defective or fail to comply with specifications. If rejected, it shall be held for disposition at the expense and risk of the Vendor. Vendors shall be required to replace that defective portion or the entire order according to specifications without additional cost to **“BOE”**. Any items which may be lost or damaged in transit from the manufacturer to **“BOE”** shall be replaced or restored to the original good condition by the Vendor at no cost to **“BOE”**, to the satisfaction of **“BOE”**. If required in the detailed specifications, each Vendor and subcontractor(s), together, should visit the site and take such other steps as may be necessary to ascertain the nature and location of the work to be performed, and the general and local conditions which could affect the work or the cost thereof. All visits to the sites shall be made at the Vendor's expense.

## **WARRANTY**

The service contractor shall hereby guarantee all work for a period of one (1) year from date of completion for work under this service agreement. This shall include any and all carpet materials, base and/or transition components installed under this service contract. Nothing in the above statement intends or implies that the guarantee shall apply to damage caused by misuse, abuse, improper maintenance, or normal usage. All repairs made under this guarantee shall bear an additional one (1) year guarantee commencing from the date the repairs and/or installation of equipment was completed. This requirement shall be binding, even though it will exceed product guarantee normally furnished by some manufacturers.

## **BIDDER ACKNOWLEDGMENTS**

1. The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked this bid and the materials, equipment and labor required there under; the cost thereof; and his figures therefore; and hereby states that the amount, or amounts, set forth in this bid is, or are, correct and that no mistake or error has occurred in this bid or in the bidder's computations upon which this bid is based, and the bidder agrees that he will make no claim for reformation, modifications, revisions or correction of this bid after the scheduled closing time for the receipt of bids.
2. In submitting this bid, it is agreed that it may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receipt of bids.

## **INTERPRETATIONS**

No oral interpretations will be made to any bidder as to the meaning of the specifications. Every request for any interpretations shall be made in writing and addressed and forwarded to School District's Maintenance and Operations Department, 313 N. 10th Street, Kansas City, Kansas 66102. Every interpretation made to bidders will be in the form of an addendum and will be sent as promptly as is practical to all persons to whom specifications have been issued. All such addenda shall become part of the contract documents.

## **EXAMINATION OF SITE, PLANS, SCOPE OF WORK, ETC.**

Bidder must carefully examine the entire site of the work and shall make all necessary investigation to inform themselves thoroughly as to the facilities available and to inform themselves thoroughly as to all the difficulties involved in the completion of all work in accordance with the specifications hereto attached. Bidders are also required to examine all maps, plans and data mentioned in the specifications as being on file in the Maintenance and Operations Department Shop Office, for examination by bidder. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of said contract, specifications, and plans, or will be accepted as a basis for any claims whatsoever for extra compensation.

## **BOND REQUIREMENTS**

The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bonds may be secured through the Bidder's usual sources.

The cost for furnishing such bonds shall be included in the Bid Bonds shall be written by a surety acceptable to the Owner and that is licensed to transact business in the Kansas City, Kansas Public School District.

The Bidder shall deliver the required bonds to the Owner no later than the date of the execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this subparagraph.

## **BOND REQUIREMENTS, continued**

Unless otherwise provided, the bonds shall be written on “AIA” A312-1984, **Performance Bond and Payment Bond** in addition to a “**State of Kansas Statutory Bond**”, which shall be filed with the **Wyandotte County, Kansas Register of Deeds Office**. Bonds shall be written in the full amount of the Contract Sum.

The bonds shall be dated on or after the date of Contract.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Contractor will be required to submit two (2) copies of Performance Bond and Payment Bond prior to moving on site or beginning work.

The contractor shall execute a **Performance and Payment Bond** and a **State of Kansas Statutory Bond** in the amount of Fifty Thousand (**\$50,000.00**) Dollars as security for the faithful performance of this service contract and as a security for payment of all persons performing labor and for material purchased from supplier by the contractor under this contract if **"REQUESTED"** by the School District. The performance and payment bond and state statutory bond will be filed with the Wyandotte County, Kansas Register of Deeds Office and shall be delivered to the School District prior to the first request for service work and remain in effect until the end of the service contract period ending each year on **December 31**. The service contractor shall include the cost of the performance and payment bond on the first invoice for service work requested. The surety on such bond shall be through surety company, irrevocable letter of credit, certified check, or cashier's check. Thirty (**30**) days prior to **January 1**, contractor shall execute new bonds covering that contract year, if required by the School District. Contractor **shall** be responsible to contact the School District each year on a multi-year contract to see if bonds will be required.

## **BIDDER'S CERTIFICATE**

1. He has not directly or indirectly induced or solicited any other bidder to put in false or sham bid.
2. He has not solicited or induced any person, firm or corporation to refrain from bidding.
3. He has not sought by collusion or otherwise to obtain for him self any advantage over any other bidder or over the School District.

## **COLLUSIVE BIDDING**

The bidder's signature on the bid is the guarantee that the price has been arrived at without collusion with other eligible bidders and without effort to preclude The Board of Education from obtaining the lowest possible competitive price.

## **PERFORMANCE AND DEFAULT**

In the event of default of the bidder, the Board of Education may contract for services from other sources and hold the initial bidder responsible for any excess cost occasioned thereby.

## **CHANGES**

1. The School District may at any time, by written order and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following; format, content, number of required copies, time and place of submission of reports and other documents. If any such change causes an increase or decrease in the maximum contract cost of, or the time required for, the performance of any part of the work under this contract, the bidder and the School District shall by mutual agreement make an appropriate written modification to the contract. All changes to a project **SHALL** be documented using **Construction Change Directive** from the school district.
2. Any claims by the bidder for adjustments under this clause must be asserted within thirty (30) days from the date of receipt by the bidder of notification of change; however, that the School District, if it decides that the facts justify such action, may receive and act upon any such claims asserted at any time prior to final payment under this contract. Failure to agree to any adjustments shall be a dispute within the meaning of this paragraph shall excuse the bidder from proceeding with the contract as changed except where there is dispute concerning the Total Allowable Cost.

## **COMPLIANCE WITH ALL STATUTES AND REGULATIONS**

Bidder warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, applicable price ceiling if any. Failure of the School District to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver or relinquishment of the School District rights thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect. If required due to the nature of the specifications contained herein, the Vendor shall give all notices, pay all fees, and comply with all local city, state, and federal laws, codes, ordinances, rules and regulations bearing on the successful conclusion of an order for supplies, services, or equipment. Vendor is to secure and pay for all permits, governmental fees, licenses, and assessments necessary to perform all work as outlined in the specifications. The Vendor shall comply with all fire, safety, and security regulations.

## **CANCELLATION OF CONTRACT**

1. Any contractor who is determined in writing by the Director of Physical Properties to be in breach of any of the terms and conditions of a contract with the School District held by such contractor, shall, in the discretion of the Director of Physical Properties, be declared in default and such contract may be terminated as a result of such default.
2. A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessary be limited to, failure to perform the contract according to its terms, conditions and specifications; failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; late payment or non-payment of bills for labor, materials, supplies, or equipment, in connection with a contract for maintenance services as evidence by a mechanic's liens filed pursuant to the provisions by statues of the State of Kansas or letters of indebtedness receive from creditors by the School District and failure to diligently prosecute the work under a contract for maintenance services. If the School District ceases working operations at any location covered under this contract, the contract cost for that building will then become cancelled.
3. The School District shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the Director of Physical Properties has determined that such termination will be in the School District best interests. Notice shall be made to the contractor in writing thirty (30) days prior to cancellation

## **CONSTRUCTION SAFETY**

The Bidder shall be responsible for the safety of the work performed. In discharging that responsibility, all practices, materials, supplies, and equipment shall comply with the requirements of the Occupational Safety and Health Act of 1970 as well as any other state or local act or other requirements of laws affecting safety and health. Bidder shall maintain all lights, signs, temporary passages and other necessary protection and precautions for the safety of the work. The bidder agrees that he/she and his/her subcontractors shall give access to any authorized representative of the Secretary of Labor or any state or local official for the purpose of the duties under the Occupational Safety and Health Act of 1970 or under any state or local act affecting safety and health. The bidder shall be responsible for any violation by him/her of any safety or health standard issues there under. The bidder also agrees to immediately remedy any conditions giving rise to such violations, and shall defend and hold the School District harmless from any penalty, fine or liability in connection therewith. The latest standards are to be applied.

## **GENERAL INFORMATION**

Each bidder must complete the bid form by manually signing on the proper signature line and supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the service contract and performance and payment bond.

## **DISCLAIMER OF LIABILITY**

USD500 will not hold harmless or indemnify any bidder for any liability whatsoever.

## **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.

## **COMPANY REFERENCES**

List three (3) major businesses (preferred school districts) or educational facilities in the Kansas City area for which satisfactory completion of a similar service contract has been awarded.

**\*\* End Proposal Form Section of This Bid Document \*\***

**BIDDER'S SIGNATURE**

(Note: All the signatures must be original, and not copies, Xeroxed, stamped, etc.)

**IF A CORPORATION:**

\_\_\_\_\_  
Name of Corporation

1. Incorporation under the laws  
of the State of:

\_\_\_\_\_

\_\_\_\_\_  
Name and Title of Officer

2. Licensed to do business in  
Kansas:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(Check one)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Telephone Number

**IF A PARTNERSHIP:**

\_\_\_\_\_  
Name of Partnership

1. Name and residence address of  
Partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Telephone Number

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Address for Communications

Residence Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

**IF A JOINT VENTURE**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Name and Title of Officer

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Name and Title of Officer

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address for Communications

1. Incorporation under the laws  
of the State of:  
\_\_\_\_\_

2. Licensed to do business in  
Kansas:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
(Check one)

\_\_\_\_\_  
Telephone Number

1. Incorporation under the laws  
of the State of:  
\_\_\_\_\_

2. Licensed to do business in  
Kansas:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
(Check one)

\_\_\_\_\_  
Telephone Number

**BID PACKAGE**

Bid package submitted to the School District shall contain Bid form (**pages 3-24**), and signed Affidavit for nondiscrimination in employment (**Attachment "A"**).

**\*\*\* END OF BID \*\*\***

## **C. MATERIALS AND METHODS OF WORK**

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

## **D. CUTTING AND PATCHING**

### **1. DESCRIPTION**

**A.** Cutting and patching includes cutting into existing construction to provide for installation or performance of other work and subsequent fitting and patching required to restore surface to their original condition.

**B.** Cutting and patching is performed for coordination of the work to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, or for other similar purposes.

## **D. CUTTING AND PATCHING, continued**

C. Drilling of holes to install fasteners and similar operation, and cutting and patching performed during the manufacture of products or initial fabrication, or erection of installation processes is to be considered as cutting and patching included in this Section.

### **2. EXISTING SURFACES**

A. Cut and patch existing surfaces for the installation of new or relocated equipment, doors, partitions, etc., in a manner to minimize cracks and joints, to achieve a stable and structurally sound installation, and to make patched surfaces match and blend in with existing adjacent surfaces as nearly as possible.

B. Prior to cutting which affects structural safety, submit written request to School District's Representative for permission to proceed.

### **3. NEW MATERIALS FOR PATCHING**

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

B. Furnish all necessary barricades.

### **4. LOCATION AND QUANTITY**

A. Refer to drawing(s) as applicable and/or School District's Representative for all cutting and patching work required.

B. Drilling through concrete or masonry floors must be by core drilling only, except where there is danger of damage by water. Type of drilling for each hole shall be determined in conference with the School District's Representative.

C. Cutting through walls or floors for the purpose of removal of portions therefore must be done by saw cutting only, except where there is a danger of damage by water.

D. Install required protection including but not limited to barricades, shoring, bracing, and supports to maintain structural integrity of the work, and protection of personnel.

## **E. PRODUCT HANDLING**

### **1. SECTION INCLUDES**

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

### **2. QUALITY ASSURANCE**

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

### **3. MANUFACTURERS' RECOMMENDATIONS**

Except as otherwise approved by the School District's Representative, determine and complies with manufacturers' recommendations on product handling, storage, protection and installation.

### **4. PACKAGING**

**A.** Deliver products to job site in manufacturers' original containers with labels intact and legible.

**B.** Maintain packaged materials with seals unbroken and labels intact until time of use.

**C.** Promptly remove damaged material and unsuitable items from job site and promptly replace with material meeting the specified requirements at no additional cost to the School District.

**D.** The School District may reject as non-complying such material and products that do not bear identification satisfactory to the School District Representative's as to manufacturer, grade, quality, and any other pertinent information.

### **5. PROTECTION**

**A.** Protect finished surfaces including jambs and soffits of openings used as passageways through which equipment and materials are handled

**B.** Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

**C.** Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the School District.

## **6. REPAIRS AND REPLACEMENTS**

In the event of damage, promptly make replacements and repairs at no additional cost to the School District.

## **F. SPECIAL PROJECT CONSIDERATIONS**

### **1. SCOPE OF WORK**

**A.** Work accomplished under this service contract shall include, but not be limited to, maintenance, service, repair and/or installation of base material, vinyl tile, and specialty flooring products to various buildings, all of various age and condition as requested by the Director of Physical Properties and/or Carpenter Foreman.

**B.** The work shall include everything requisite and necessary to finish the work properly, notwithstanding that every item of labor and/or materials, accessories, or equipment required to perform the required work may not be specifically mentioned.

### **2. WORK SCHEDULE**

**A.** The successful Bidder will provide a Certificate of Insurance and a Performance and Payment Bond before the first project starts.

**B.** The successful bidder will notify the Maintenance Shop Office when working in a building during holidays, Saturday, Sunday, or other times when the building is closed. Notification shall include when the contractor leaves the premises so the facility can remain secured.

**C. Emergency Request:** The contractor shall respond within one (1) day of a telephone request from the School District's Representative and shall schedule immediate emergency repair work as requested.

**D. Normal Request:** The contractor shall respond within three (3) working day of a telephone request from the School District's Representative for service work, and shall schedule such work to begin within this three (3) day period.

**E. Schedule Request:** The contractor shall respond within seven (7) working days of a telephone request from the School District's Representative for service work, and shall schedule such work to begin within this seven (7) day period.

### **3. MAINTENANCE RECORD**

The contractor shall maintain a record new installation performed at each facility. The records shall include date of service, appropriate work order and building number, location of repairs, nature of service, and model, serial numbers of major components replaced.

### **4. LOCATION OF WORK**

All items requiring repair, and/or installation, to be serviced under this service contract is located in various buildings throughout the School District.

### **5. COMMERCIAL SERVICE TRUCKS**

The contractor shall have at least three (3) commercial service trucks which can be assigned to the School District upon request. These commercial service trucks shall have the equipment, tools, ladders, and repair parts, etc., necessary to complete any repair and/or new installation as requested by the School District.

### **6. USE OF PREMISES**

**A. Access:** Means of access to the work Area shall be directed by the School District's Representative.

**B. Parking:** Employee parking shall be on public streets or where directed by the School District's Representative. No driving and/or parking will be allowed on any sidewalk or grass area adjoining the project site. If it is absolutely a necessity to drive on the sidewalk or grass area to deliver equipment, supplies, etc., the contractor shall contact Shop Office beforehand at 627-3850. Contractor will leave the vehicle there only long enough to unload or load, and then remove vehicle as quickly as possible.

**C. Storage of Materials:** Contractor shall store all materials within the project limits. Contractor shall confine apparatus, materials and the operation of workers to the location established by the School District's Representative, and shall not unreasonably encumber the premises with materials.

**6. USE OF PREMISES, continued**

**D. Utilities:** Drinking water, water required to carry on the work and **120 volt** electrical power required for small tool operation may be obtained without cost to the contractor provisions for obtaining the power, including temporary extensions, shall be furnished and maintained by the contractor and upon completion of the work, such extensions shall be removed, and any damage caused by the use of such extensions shall be repaired to the satisfaction of the School District's Representative at no extra cost to the School District.

**E. Restrooms:** If accepted by the District, existing toilet facilities within project area or restrooms designated for use of contractor by School District's Representative will be available. Failure of the contractor to maintain the restroom in a clean condition will be cause for the contractor's discontinued use of the restroom.

**7. PROTECTION OF OWNER'S PROPERTY**

The contractor shall be responsible for the repair of damage to the building exterior and interior, drives, curbs, streets, walks, grass, shrubbery, and trees, which may be caused by worker or equipment employed during progress of the work. All such repairs shall be made to the satisfaction of the School District's Representative, at no additional cost to the School District.

**8. SCHOOL DISTRICT'S SMOKING POLICY**

No smoking shall be allowed within 200 feet of any School District building.

**9. SCHOOL HOURS**

**During normal school hours - 7:30 a.m. to 4:00 p.m.**  
**Summer school hours - 7:00 a.m. to 3:30 p.m.**

**10. CITY LICENSE FOR KANSAS CITY, KANSAS**

Contractor shall be licensed and bonded to work in Kansas City, Kansas and provide said documentation upon request.

## **G. INSURANCE REQUIREMENTS**

### **1. CONTRACTOR'S INSURANCE**

The contractor shall not commence work under this service contract until he has obtained and submitted to the Maintenance and Operations Department a "Certificate of Insurance" for all insurance required under this article and such insurance has been approved by the School District's Representative; nor shall the contractor allow any subcontractor to commence work on his subcontracts until all similar insurance required of the subcontractor has been obtained and approved.

The contractor shall not be required to provide fire and extended coverage (Complete Builder Risk Value Form) to protect the School District's and contractor's interest due to loss from damage to materials and labor under this service contract at the building site from fire, hail, wind, and storm, etc. The contractor shall, however provide and maintain during the life of the service contract and until final duration date of the service contract insurance acceptable to the School District which will afford protection and coverage in accordance with the following requirements.

### **2. WORKER'S COMPENSATION INSURANCE**

Worker's compensation insurance for all of his employees doing work for the School District, and in case any work is sublet. The contractor shall be required to provide insurance for all his employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the work is not covered under the worker's compensation statute, the contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance covering these employees. Worker's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Kansas.

### **3. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect contractor, the School District and any subcontractor performing work covered by this service contract from claims for damage for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contractor including all trucks and automobiles used, whether owned or not, and whether such operations be by the contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

**A. Public Liability and Property Damage**

**Bodily injury:**  
**Each person** \$1,000,000.00  
**Each accident** \$1,000,000.00

**Property damage:**  
**Each accident** \$1,000,000.00  
**Aggregate** \$1,000,000.00

**B. Automobile Public Liability and Property Damage**

**Bodily injury:**  
**Each person** \$1,000,000.00  
**Each accident** \$1,000,000.00

**Property damage:**  
**Each accident** \$1,000,000.00  
**Aggregate** \$1,000,000.00

**4. SATISFACTORY COVERAGE**

Such insurance coverage shall be written by a company authorized to do business in the State of Kansas and the form and content of the policies and the companies issuing the same shall be subject to the approval of the Kansas City, Kansas School District USD 500. In the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the School District, the contractor shall secure other policies or certificates in form and amount and with companies satisfactory with the School District. The contractor shall not cause any policies to be canceled or permit them to lapse and all policies shall include a clause to the effect that the policies shall not be canceled or changed until ten (10) days after the School District has received written notice as evidenced by the return receipt of a registered letter. It is understood and agreed that the insurance required by the provision of this article is required in the public interest and that the School District does not assume any liability for acts of the contractor, any subcontractor or their employees in the performance of this service contract.

The policies shall be so written as to name the School District as an additional insured under the policies.

## **5. PROOF CARRIAGE OF INSURANCE**

Certificates of Insurance shall contain true transcripts from the policy, authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein before.

## **6. INDEMNITY AGREEMENT**

The Bidder shall bear all loss, expense and damage in connection with, and shall indemnify Board of Education and Kansas City, Kansas Public Schools USD #500 against and save the Board of Education and Kansas City, Kansas Public Schools USD #500 harmless from all claims, demands, and judgments made or recovered against the School District because of bodily injuries, including death at any time resulting there from, and/or because of damage to property to the extent of the bidder negligent performance of his work, but excluding negligence of the School District, its employees or agents. Compliance by Bidder with the insurance provision hereof shall not relieve bidder from liability under this provision.

The Vendor shall, and hereby does, indemnify and hold harmless **“BOE”** from any and all claims, suits, actions, judgments, settlements, damages, awards, costs and expenses of any kind or nature whatsoever arising from or out of any assertion or complaint by a third party or parties of any injury or damage resulting from the performance of this agreement by Vendor. Without limiting the generality of the foregoing sentence, as relates to this bid document and any succeeding document(s) as a result of this formal bid, the Vendor (which shall include the vendor of award, the product manufacturer whom the Vendor represents, any subcontractor(s) of either, or any other party acting as an agent of the Vendor or manufacturer) shall hold **“BOE”**, it's officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever against the publisher or author, manufacturer or agent for the use by **“BOE”** of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, environment-sensitive material, or appliance furnished or used under this bid proposal.

Any architects, consulting engineers, or other defined agents acting in behalf of **Unified School District #500** with regard to this formal bid, shall be deemed to be extensions of **“BOE”** and therefore all terms and conditions in this bid document shall equally apply to said third parties just as they do to **“BOE”**.

Neither this bid nor any succeeding document(s) as a result of this formal bid, shall constitute nor create a partnership or joint venture between **“BOE”** (or any agent acting in behalf of **“BOE”** and the Vendor, nor does it create a business relationship between the parties other than that specifically provided for by the terms of this agreement.

## **H. NONDISCRIMINATION IN EMPLOYMENT**

The contractor and his subcontractors will not discriminate based on affected group status with respect to sex, age, or handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the contractor and his subcontractor shall not discriminate.

1. Against recipients of service on the basis of race, color, religion, national origin, sex, handicap or age.
2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages **40** and **70** years of age and where such contractor employs at least **20** employees.
4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

The contractor and subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, and selection for training, including apprenticeship. The contractor and subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other agreements. The contractor and his subcontractors shall develop, implement, maintain and submit in writing to the School District an affirmative action program. For the purpose of this section, an **"Affirmative Action Program"** means positive action to influence all employment practices, including, but not limited to, recruiting, hiring, promoting and training, to provide equal employment opportunity regardless of race, color, sex, national origin, religion, age, disabled and/or handicapped qualified status.

5. Sign and date *Attachment "A"* and attach to bid form.

## **I. SECTION 15500 FOR CARPET MATERIAL LAYER JOURNEYMAN**

### **1. DESCRIPTION OF WORK**

A. The District shall at time be in need for a Carpet Material Layer Journeyman to install Owner supplied carpet (tile and/or broadloom) This agreement shall be in effect for a period of one (1) year from January 1, 2010 to December 31, 2010, with a potential additional four (4) year extension. If the successful bidder cannot respond to a request in the time period required, it shall be the option of the School District's Representative to notify the second lowest bidder requesting the services of a Carpet Material Layer Journeyman and low bidder cannot respond in the time period required, the School District's Representative shall have the option to notify the next subsequent lowest bidder requesting the services of a Carpet Material Layer Journeyman.

### **2. UNIT LABOR COST**

A. Unit labor cost offered by the contractor shall cover all labor required for a Carpet Material Layer Journeyman to complete maintenance, repair, and new installation of building systems and/or equipment as requested by the School District's Representative. If additional work, not initially identified by the School District's Representative is required, this work shall be approved by the School District's Representative prior to initiation.

B. The unit labor cost shall be in effect when the service contractor's reports to the job site and shall be applied only while the service contractor's is within the School District's building and/or equipment. Meals, lodging, travel time between contractor's shop location and job site, shall be paid as a part of the unit labor cost in the bid for service contract for installation of carpet material

### **3. MATERIAL MARKUP**

Material markup percentage offered by the contractor shall be for a period of one (1) year and shall be for all contractor supplied supplies, materials, replacement parts, etc.

### **4. MATERIALS, SUPPLIES, REPLACEMENT PARTS, ETC.**

A. All replacement parts, materials, supplies, etc., will be provided by the School District at no cost to the contractor.

B. It shall be the option of the School District's Representative to purchase the required replacement parts, materials, supplies, etc., from the contractor at a guaranteed markup percentage.

C. The contractor shall obtain three (3) price quotes for all individual items costing over Three Thousand Dollars (**\$3,000.00**). All three price quotations shall accompany the invoice for the associated work. All material invoices shall accompany the contractor's invoices and individual items shall be clearly identified.

## **5. QUALITY ASSURANCE**

### **A. Codes and Standards:**

All work completed shall be in accordance with all Local and State codes and standards. All sub-standard work shall be corrected at no additional cost to the School District.

**B. Carpet Layer Journeyman Qualifications** shall be issued to the District upon BOE approval Notice of Award of this contract.

All work shall be performed by a trained qualified Journeyman having a minimum of five (5) years working experience on systems and/or equipment similar to those being serviced or installed.

## **6. LIABILITY**

The contractor shall be responsible for all the repairs and/or replacement of all materials, equipment, parts, and etc., which is damaged or lost resulting from improper workmanship, neglect, or abuse by the contractor's employees.

**7. NONCOMPLIANCE OF CONTRACT**

If, upon determination of the School District's Representative, the contractor is not providing quality expedient service, the School District reserves the right to cancel, at the service contract at any time.

**8. EXECUTION OF WORK**

Upon notification by the School District's Representative, the contractor shall meet with the Carpet Layer Journeyman to explain the scope of work and to determine the required supplies, materials, etc., needed to complete the requested work. The School District Representative shall supply the required supplies and/or materials or exercise the option to have the contractor provide the required supplies and/or materials. Upon completion of work, the contractor shall submit to the Shop Office an itemized invoice identifying the total labor cost with copies of man-hour time sheets, and total material cost with copies of invoices for materials, plus copies of price quotes (if applicable) complete with appropriate purchase order number.

**ATTACHMENT "A"**

**NONDISCRIMINATION ON EMPLOYMENT**

The contractor and his subcontractors will not discriminate based on affected group status with respect to sex, age, or handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the contractor and his subcontractor shall not discriminate.

- A.** Against recipients of service on the basis of race, color, religion, national origin, handicap or age.
  
- B.** Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
  
- C.** Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages **40** and **70** years of age and where such contractor employs at least **20** employees.
  
- D.** Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era Veteran.

The contractor and subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, and selection for training, including apprenticeship. The contractor and his subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other agreements. The contractor and his subcontractors shall develop, implement, maintain and submit in writing to the School District an affirmative action program. For the purpose of this section, an "Affirmative Action Program" means positive action to influence all employment practices, including, but not limited to, recruiting, hiring, promoting and training to provide equal employment opportunity regardless of race, color, sex, national origin, religion, age, disabled and/or handicapped qualified status.

**Dated this** \_\_\_\_ **day of** \_\_\_\_\_ **2010**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Address of Bidder**

\_\_\_\_\_  
**Signature of Authorized Officer**

**ATTACHMENT "B"**

**SAMPLE QUOTATION**

[Your Company Name]  
[Street Address]  
[City, ST ZIP Code]  
Phone [(509) 555-0190] Fax [(509) 555-0191]

QUOTATION # [100]  
DATE: JANUARY \_\_, 2010

**To:**  
Attn: \*\*\*FOREMAN REQUESTING  
QUOTATION\*\*\*  
USD No 500 Maintenance & Operations Department  
313 North 10<sup>th</sup> Street  
Kansas City, KS 66102

**For:**  
\*\*\*BUILDING/LOCATION\*\*\*  
\*\*\*SPECIFIC JOB AT ABOVE LOCATION\*\*\*

| DESCRIPTION   | HOURS/QTY | RATE | AMOUNT |
|---|-----------|------|--------|
| Location of work<br>(Description of work)<br>Materials<br><br>Labor |           |      |        |
| TOTAL   |           |      | \$     |

\*\*\*Contact info for salesperson providing quotation\*\*\*

\_\_\_\_\_  
Signature of Salesperson providing quotation

ATTACHMENT "C"

**SAMPLE INVOICE**

[Your Company Name]

[Street Address]

[City, ST ZIP Code]

Phone [(509) 555-0190] Fax [(509) 555-0191]

INVOICE # [100]  
DATE: JANUARY \_\_, 2010

**To:**

Attn: John Johns, FOREMAN  
Maintenance & Operations Department  
USD No 500  
313 North 10<sup>th</sup> Street  
Kansas City, KS 66102

**For:**

\_\_\_\_\_ High School  
**\*\*Name or location of project\*\***  
**\*\*Purchase Order Number\*\***  
  
**\*\*PROJECT COMPLETION CERTIFICATE attached\*\***  
**\*\*\*\*\* (if both labor and materials provided) \*\*\*\*\***

| DESCRIPTION                             | HOURS/QTY | RATE  | AMOUNT   |
|---|-----------|-------|----------|
| Room 219B<br>(Description of work)      |           |       |          |
| Materials                               |           |       |          |
| Material A                              | XXX       | XXX   | XXXX     |
| Material B                              | XXX       | XXX   | XXXX     |
| Material C                              | XXX       | XXX   | XXXX     |
| Labor                                   | XXXXX     | XXXXX | XXXX     |
| Rear dock door<br>(Description of work) |           |       |          |
| Materials                               |           |       |          |
| Material A                              | XXX       | XXX   | XXX      |
| Labor                                   | XXXXX     | XXXXX | XXXXX    |
|   |           | TOTAL | \$XXXXXX |

Terms:

**Thank you for your business!**