

**BID NUMBER 90018**

**ACOUSTICAL AUDIOLOGY EXAMINATION ROOM**

**OPENING DATE AND TIME**

**February 16, 2010**

**3:00 p.m.**

**PURCHASING DEPARTMENT  
UNIFIED SCHOOL DISTRICT 500  
625 Minnesota Avenue  
Kansas City, Kansas 66101  
(913) 551-3200**

**PURCHASING CONTACT**

**Robert Young  
Director of Purchasing  
(913) 279-2244**

**TECHNICAL CONTACT**

**Bob Kreger  
Project Manager  
(913) 279-2098**

STANDARD TERMS & CONDITIONS  
UNIFIED SCHOOL DISTRICT NO. 500

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:  
  
The term "bid request" means a solicitation of a formal sealed bid.  
The term "bid" means the price offered by the bidder.  
The term "bidder" means the offerer or vendor.  
The term "U.S.D. 500" means Unified School District No. 500.  
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 Office, Library, Building, 625 Minnesota Avenue, Kansas City, Kansas 66101, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** U.S.D. 500 is exempt from Federal, State and local taxes by #KSF2LEKBLQ. 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. **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.
24. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
25. **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.

## 1.0 BIDDER INSTRUCTIONS

- 1.1 Kansas City, Kansas Public School District located at 625 Minnesota Avenue, Kansas City, Kansas, 66101, invites suppliers to submit a bid to supply, deliver, install, warrant, and document the proposed acoustical audiology examination room in accordance with the following Terms and Conditions and System Requirements. Interested parties are to respond with a sealed proposal (original and three copies).
- 1.2 The Kansas City, Kansas Public School District invites all prospective bidders to ask any questions regarding this Bid. The site location is a new building construction located at 59<sup>th</sup> and Parallel in Kansas City, Kansas.
- 1.3 Any questions posed should be addressed in writing to Robert Young, Director of Procurement Operations, Kansas City Kansas Public Schools, 625 Minnesota Avenue, Kansas City, Kansas, or by fax at (913) 551-3253. The resulting answers along with the questions will be forwarded to all Contractors receiving the bid. While all requests for interpretation of the meaning of the bid must be made in writing, failure on the part of the successful bidders to do so shall not relieve him/her of the obligations to execute such services in accordance with a later interpretation by the School District.
- 1.4 All bids shall be properly signed and seal affixed. Your bid shall be submitted in sealed envelopes which shall be clearly addressed as well as marked on the outside as follows:

SEALED BID - "Contractor Name and Address"

**Bid number 90018** – Auditory Sound Room

Mailed or delivered **prior to February 16, 2010, 3:00 p.m. CST** to:

Kansas City, Kansas Public Schools - Attn: Robert Young  
625 Minnesota Avenue  
Kansas City, Kansas 66101

Bids must be submitted on the attached forms and any bids after the time and date specified, whether delivered or mailed, **will not be** considered and will be returned unopened.

- 1.5 Contractors should understand that the issuance of this bid document does not create any obligation on the part of Kansas City, Kansas Public School District to enter into any contract or undertake any financial obligations with respect to the project referred to herein. There will be a public opening for the bids received, and there will be no discussions with Contractors except for the purpose of clarification of a bid until evaluation of the bids has been completed. Any subsequent discussion shall be at the discretion of the Kansas City, Kansas Public School District. Bid document information is restricted and not publicly available until after the award of the contract by the District. All submissions become the property of the District and will not be returned to the proposer.

- 1.6 After evaluation of all bids received, Kansas City, Kansas Public School District intends to review and, if necessary, conduct negotiations with the Contractor or Contractors that the Kansas City, Kansas Public School District considers the best qualified to meet its requirements. Kansas City, Kansas Public School District reserves the right to reject any and all proposals and any part of a proposal, and to waive any informalities, technical defects, and minor irregularities and non-conformities in the proposals received, whenever such actions are in its best interest, as determined solely by Kansas City, Kansas Public School District.
- 1.7 Kansas City, Kansas Public School District reserves the right to purchase or not purchase individual sections of the Contractor bid, and to purchase or not purchase subsystems within a section.
- 1.8 Commencement of the Work shall be subject to the discretion of Kansas City, Kansas Public School District, and Kansas City Kansas Public School District reserves the right to make all decisions regarding this matter. It is anticipated the building will be ready for installation in October of 2010.
- 1.9 Contractor acknowledges that Kansas City, Kansas Public School district will rely on Contractor's ability, expertise and knowledge of the installation process. Contractor shall be obligated to exercise the highest standard of care in performing its obligations. Contractor shall demonstrate to Kansas City, Kansas Public School District satisfaction that it is of sound financial condition.
- 1.10 All Contractors as part of the bid evaluation process may be requested to supply individual prices for equipment, labor, supplies, etc. If requested, this information will be supplied to the Kansas City, Kansas Public School District within seven (7) working days of the request.
- 1.11 Contractor must submit a list of all projects, along with contact names and telephone numbers, of all past installations in schools of comparable installation of acoustical audiology examination rooms.
- 1.12 Bidders are **required** to examine any sites, drawings, specifications, requirements, schedules and instructions included in the proposal package. Failure to do so **will** disqualify the bid.
- 1.13 The Bidder agrees that supplies or services furnished in the resultant purchase order and/or contract issued by Kansas City, Kansas Public School District, shall be covered by the most favorable commercial warranties the bidder gives to any customer of such supplies or services. All warranty information and certificates shall be furnished and become the property of the District upon delivery of said items and the Contractor or his manufacturer must honor all rights and remedies stated in the warranties.
- 1.14 Public schools are exempted from manufacturer's federal excise tax and state sales tax. Tax exemption certificates will be issued upon request.

- 1.15 All proposal prices are requested to be firm for a period of at least 210 days.
- 1.16 The District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, religion, gender, national origin or ancestry in consideration of an award. Bidder hereby agrees that should bidder be awarded this contract, bidder will not discriminate against any person who performs work there under because of race, religion, gender, national origin or ancestry.
- 1.17 If, during the term of the contract to be derived from this bid, funds are not appropriated for such services, materials, and equipment, Kansas City, Kansas Public School District reserves the right to cancel said contract with thirty (30) days written notice. No expenses shall accrue to Kansas City, Kansas Public School District for such cancellation. The District shall cease immediately, if in any fiscal year during the term of the agreement, the District fails to appropriate, re-appropriate, or otherwise make funds available for the project, which is the subject of this proposal and subsequent contract. Such language shall be made a part of the contract resulting from this solicitation.
- 1.18 All submissions become the property of the District and will not be returned to the bidder.
- 1.19 No erasures or "white outs" are allowed on the bid documents. These documents will not be considered by law.
- 1.20 Receipt of amendments/addendum by bidders must be acknowledged by the time of the bid opening. Addendums received prior to proposal submittal should be acknowledged in the appropriated spaced on the proposal document. Addendums received after proposal submittal should be acknowledged by letter or telegram.
- 1.21 A response to the bid/proposal that is in the possession of the Director of Purchasing may be altered by telegram, letter, fax transmission or sealed document bearing the signature or name of the person authorized for the offering providing it is received prior to the time and date of the opening. A telegraph or fax should not reveal the proposal price but should indicate the addition, subtraction, or other change in the proposal.
- 1.22 A response to the bid/proposal that is in the possession of the Director of Purchasing may be withdrawn by the proposer in person or by written request up to the time of the bid/proposal my not be withdrawn after the opening.

## 2.0 GENERAL TERMS AND CONDITIONS

- 2.1 Vendor/contractor is responsible for asbestos review and sign-off. None are expected to be required as a part of this project.
- 2.2 The Vendor/contractor agrees to protect, defend, indemnify, save and hold Kansas City, Kansas Public School District and 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 thereof. 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 vendor/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.
- 2.3 Vendor/contractor shall carry and maintain at its sole cost and expense, casualty, liability and property damage insurance to cover its duties and performance hereunder in such amounts, and from a carrier, reasonably acceptable to Kansas City, Kansas School District, and shall provide a certificate of insurance evidencing such coverage. Such professional liability coverage's shall include Worker's Compensation, in accordance with the State Worker's Compensation requirements, Liability Insurance of \$500,000.00 bodily insurance and \$500,000.00 property damage to protect the vendor/contractor and the School District as their interest may appear, against claims for personal injury or death and damage to the property of others. Each shall be named in the policy or policies as insured. Also the Contractor must carry Professional Liability Insurance (\$1,000,000.00 as a minimum). All insurance shall be carried with companies that are financially responsible. If any insurance is due to expire during the contract period, the contractor shall not permit coverage's to lapse and shall furnish evidence of coverage to the District.
- 2.4 All work shall be done in a thorough manner according to the highest standards of care within the industry and shall be subject to inspection and acceptance by the Kansas City, Kansas Public School District.
- 2.5 The vendor/contractor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. The vendor/contractor shall also obtain all permits and licenses required for the performance of Work under

this Contract. The vendor/contractor shall perform all Work in accordance with applicable permits and licenses.

- 2.6 If vendor/contractor fails to perform the services at the time agreed upon, or to perform the work hereunder in such a manner as will endanger its ability to complete the Work or render timely performance of services, Kansas City, Kansas Public School District reserves the right to cancel this Contract or purchase elsewhere the services called for and hold Contractor accountable for additional costs or damages incurred by Kansas City, Kansas Public School District.
- 2.7 Prior to starting the installation, the assigned installation supervisor or lead technician, shall participate in walk-throughs of the Site with the Kansas City, Kansas Public School District representatives to review and verify the engineering/installation documentation, verify that all construction necessary for the installation has been completed, and verify all installation methods and redesign layouts and drawings.
- 2.8 The vendor/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.
- 2.9 Kansas City, Kansas Public School District will require the Bidder to furnish a **Bid Guarantee in the amount of five percent (5%)** of the total proposal amount. Said guarantee shall be made payable to the Treasurer, Board of Education and may be in the form of a Bid Bond issued by a surety company licensed to do business in the State of Kansas, a money order or certified or cashier's check. Bids received without the required guarantee will be rejected. In the event that the successful bidder rejects the award of the contract, the bidder's bid guarantee shall be forfeited to the District as reimbursement for administrative costs of changing award, preparing contracts, and cost increase, which may have occurred in the delay. Bid guarantees of unsuccessful bidders shall be held in the office of the Assistant Superintendent for Business Services until award has been made and the successful bidder has commenced documentation toward the contract. Bid guarantee of the successful bidder shall be held in the office of the Assistant Superintendent for Business Services until contract documents are signed and required bonds have been filed.
- 2.10 Kansas City, Kansas Public School District will require the Contractor to furnish a **100% performance bond and a material and payment bond** each in the sum specified by the Contractors Bid amount, with such corporate sureties as may be agreeable to Kansas City, Kansas Public School District. The surety company writing such bonds must be licensed to do business in the State of Kansas, and be reasonably acceptable to Kansas City, Kansas Public School District. The bonds shall be obtained by the Contractor prior to commencing the work contemplated in the Contract. No extension of the completion date shall be allowed for delays in furnishing satisfactory bonds hereunder. If satisfactory

bonds are not furnished in accordance with instructions, Kansas City, Kansas Public School District may reject vendor/contractor's bid.

- 2.11 It shall be the responsibility of the vendor/contractor to provide all materials and equipment necessary for a complete and functioning acoustical audiology examination room at the designated location needed to fulfill the Requirements described herein. Should materials and equipment in excess of the estimates provided prove to be necessary, they shall be provided at no additional cost to Kansas City, Kansas Public School District.
- 2.12 The Contractor will provide all equipment and materials as specified and necessary to give a complete, functioning installation. The Kansas City, Kansas Public School District will have final approval of materials.
- 2.13 USD 500 will provide the pre-designated location in the building for installation. The location for the audiology examination room in the building will be provided in printed form.
- 2.14 The location will be marked (identified) by Kansas City, Kansas School District staff. The locations will be verified during an installation walk through conducted by the vendor/contractor and Kansas City, Kansas Public School District staff. Final approval of the contractor's layout and design, if other than requested in this document, will be with the Kansas City, Kansas Public School District.
- 2.15 The vendor/contractor will be held responsible for any and all damages to portions of the building caused by it, its employees or subcontractors.
- 2.16 The vendor/contractor shall make **NO** penetration of floors, walls, or ceilings without the prior consent of the Kansas City, Kansas Public School District.
- 2.17 The vendor/contractor will provide any penetrations needed through fire-rated walls for any purpose, (with approval). The vendor/contractor shall seal such penetrations as required by code and as directed by the Kansas City, Kansas Public School District. Contractor shall, prior to the commencement of on-site activities, submit to the Kansas City, Kansas Public School District for review, details of any special systems to be used.
- 2.19 The successful bidder shall appoint, by name, a company representative who shall be responsible for servicing the contract resulting from the award of this bid solicitation. The appointed representative shall be responsible for functions as necessary to insure that the contract will be maintained in a professional manner.

### **3.0 APPLICABLE REQUIREMENTS, STANDARDS AND CODES**

- 3.1 Provide an acoustical audiology examination room as called for in the following description and specifications.

- 3.2 Pricing should include delivery charges to the named location in Kansas City, Kansas.
- 3.3 Any technical questions relating to this bid should be directed to Mr. Bob Kreger, 625 Minnesota Avenue, Kansas City, Kansas, 66101. Mr. Kreger can be contacted by phone at (913) 279-2098 or by fax at (913) 551-3253.
- 3.4 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 specifications to receive consideration. Burden of proof of equivalency shall reside with the vendor. The district shall remain the sole and final judge of equivalency.
- 3.5 Listed below are specifications that are **minimum specifications** (the equipment bid must meet or exceed the following – no exceptions). These specifications establish a level of quality and suitability for the products that would be acceptable to the District. Be sure to indicate below with a check or mark yes or no beside each item to determine compliance with the written specifications.
- 3.6 All bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or example sites may be required prior to award of bid. Pricing is called for on the attached. If a substitute is being made for the name brand called for on the bid sheets, indicate the manufacturer and product number of the commodity that your firm is bidding on the same line item.

#### 4.0 CONTRACTOR QUALIFICATION

- 4.1 **EXPERIENCE:** Vendor/contractor must be able to prove to the satisfaction of Owner that it has significant experience in the installation of acoustical audiology examination rooms and fixtures. Vendor/contractor may be asked to provide references supporting its claim of experience.
- 4.2 **PRODUCT HANDLING:** The vendor/contractor shall be responsible for delivery, storage, protection and placement of all equipment and materials.
- 4.3 **CERTIFICATION:** The vendor/contractor who installs and certifies all equipment and fixtures must have current certification by the manufacturer for the installation and testing procedures and utilize products, which meet or exceed standards of quality as outlined in the specifications.

#### 4.0 SCOPE OF WORK:

- 4.1 Installation of the proposed acoustical audiology examination room should begin sometime in October 2010, however the District reserves the right to schedule with the successful bidder in the event of a change of date due to other construction at the site.

- 4.2 Vendor/contractor shall provide materials for and install a complete audiology examination room in accordance with this specification and drawings. Vendor/contractor will be responsible for providing all construction/installation work including all necessary components whether or not included in this specification to result in a complete and functional audiology examination room.
- 4.3 Upon completion of installation, Contractor shall test all systems and fixtures for operation/durability. The results shall be submitted to the Kansas City Kansas Public School District in both printed form and electronic format.
- 4.4 The work performed under this specification shall be of good quality and performed in a workmanlike manner. In this context "good quality" means the work shall meet industry technical standards and quality of appearance. The Owner reserves the right to reject all or a portion of the work performed, either on technical or aesthetic grounds.

## **5.0 WARRANTY**

- 5.1 Vendor/contractor will assume full responsibility for performance of all work and warrants all craftsmanship for a period of TEN YEARS from the date of completion of the project. The system shall carry the manufacturer's warranty for a period of at least ten (10) years from the date of acceptance and be extended directly to Owner within thirty (30) days after installation.
- 5.2 All broken, damaged or otherwise defective parts shall be repaired or replaced without additional cost to Owner.

## **6.0 PRODUCT AND INSTALLATION SPECIFICATION**

- 6.1 It is the responsibility of the vendor/contractor to provide appropriate quantities of materials to provide a complete, functional system.
- 6.2 Equipment shall be installed in accordance with drawings. General installation provisions are as follows:

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**BID SPECIFICATIONS**

ITEM : Materials and Installation of Acoustical Audiology Examination Room and Equipment  
QUANTITY: One Lot (1)

Installation and set-up must be performed at the identified location and equipment requiring installation must be provided fully operational. Delivery is to be F.O.B. to the aforementioned address (all freight charges to be included in the price of the equipment as quoted. Set-up is to be included and must include placing the equipment within the appropriate classroom designated, installing equipment by factory approved personnel, performance testing and warranting equipment and accessories for a minimum of ten (10) years from the date of delivery. Bid must include the price of training for instructor on this equipment. All bid equipment must be installed and ready to operate.

Purchasing questions relating to this bid should be directed to Mr. Robert Young, 625 Minnesota Avenue, Kansas City, Kansas, 66101. Mr. Young can be contacted by phone at (913) 279-2244 or by fax at (913) 551-3253.

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 specifications to receive consideration.

Listed on the attached is the scope of work that will need to be performed as a part of the bid response. Also listed on the attached are specifications that are **minimum specifications** (the equipment bid must meet or exceed the following – no exceptions). The specifications based upon the **Acoustical Systems RE-253 Double Wall Exam/Singe Wall Control Acoustical Examination Suite**. Bid is to be based on first floor install or available elevator adequate to move materials. Be sure to indicate below with a check or mark yes or no beside each item to determine compliance with the written specifications.

Item - Feature	Yes	No
4" Wall construction for control room	_____	_____
Double wall 4" wall construction for exam room	_____	_____
Isolated acoustic floors in both control and exam rooms with external closure trim	_____	_____
Carpeting	_____	_____
Sealed 36" clear opening acoustic doors with cam lift hinges	_____	_____
Double glazed laminated acoustical safety glass	_____	_____

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Item - Feature	Yes	No
20" x 24" Window	_____	_____
Clinical jack panel	_____	_____
Recessed incandescent lighting	_____	_____
Wall mounted outlet strip below window on control side	_____	_____
Duplex outlet below window in exam room	_____	_____
Acoustical engineered ventilation mounted to walls or roof panels	_____	_____
Conduit drops for fire alarms in both control and exam rooms	_____	_____
Conduit drop for network/phone 1 control area	_____	_____
Extra duplex outlet in exam room	_____	_____
6" Duct rings instead of fans to allow attachment of building HVAC	_____	_____
Can provide custom size exam area	_____	_____
Control area: 6' W x 8'4" L	_____	_____
Exam area: 8' 4" W x 7' L	_____	_____
Overall outside: 16' 8" W x 9' L	_____	_____
Overall height: Inside 6' 6", outside 8' 1"	_____	_____
Installation includes preinstall consultation and site measurements	_____	_____
Installation includes all labor (prevailing wage if labor cost is in excess of \$23,393.00)	_____	_____
Materials include all caulk, fiberglass insulation, fasteners, touch up and carpet	_____	_____
Electrical hook-up to building power or HVAC hook-up if requested	_____	_____
Shipping cost included	_____	_____
Ventilation: Control room 200 CFM min., Exam room 300 CFM min.	_____	_____
Is sound absorption, noise reduction performance information attached	_____	_____

**UNIFIED SCHOOL DISTRICT NO.  
500  
PURCHASING DEPARTMENT  
625 MINNESOTA AVENUE  
KANSAS CITY, KANSAS 66101  
PHONE: 913-551-3200 FAX: 913-551-3217**

Vendor Name \_\_\_\_\_

**1 . Certification**

1.1 The undersigned agrees to furnish equipment, materials, fixtures and services to Unified School District No. 500 in compliance with this bid, special provisions and specifications.

1.2 By submission of this bid document, the bidder certifies:

- A. Information in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- B. Information in the bid has not knowingly been disclosed by the bidder, and will not be prior to award, to any other bidder.
- C. No attempt has been made, nor will be by the bidder, to induce any other person or firm to submit a proposal for the purpose of restricting competition.

1.3 The individual signing this bid certifies that he/she is authorized to represent the company offering and is legally responsible for the decision as to the information and supporting documentation provided.

1.4 Assigned company representative as required in the General Terms and Conditions.

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) ----- \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fax Number: ( \_\_\_\_\_ ) ----- \_\_\_\_\_

1.5 Qualification/Bid information will be held firm for 210 days.

1.6 Check to acknowledge receipt of addendum \_\_\_\_\_ and/or amendment \_\_\_\_\_, if applicable.

1.7 Check to acknowledge submittals are enclosed:

- A. \_\_\_\_\_ Original and 3 copies
- B. \_\_\_\_\_ Attachment A completed
- C. \_\_\_\_\_ Attachment B completed
- D. \_\_\_\_\_ Sample Invoice
- E. \_\_\_\_\_ Sample Contract
- F. \_\_\_\_\_ Notarized Authorization

**Authorization**

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Notary**

Mr./Mrs. \_\_\_\_\_ being duly sworn depose and says that he/she is the

\_\_\_\_\_ of \_\_\_\_\_,  
Contractor(s)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2010

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# ATTACHMENT A

## ACOUSTICAL AUDIOLOGY EXAMINATION ROOM

All Questions On This Form Must Be Addressed By The Contractor In Order For this Qualification Form To Be Properly Completed. Failure By The Contractor To Answer Any Question/s, Or Comply With Any Directive Contained In This Form May Be Used By Unified School District No. 500 As Grounds To Find Them Ineligible In Regard To This Evaluation. If A Question Or Directive Does Not Pertain To Your Organization In Any Way, Please Indicate That Fact With The Symbol "NA".

For Additional Space, Attach 8 1/2" X 11" Sheets And Indicate Reference Number (i.e., 2, 2.1, ETC.) To Correspond With Each Question. Please Indicate With Index Reference, Tab Or Otherwise To Indicate Exactly Where Your Answer To Each Question Is Located In Your Response.

1. Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

1.1 Names and Titles of Two Contact People

1) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

2) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

1.2 Submittal is for:

Parent Company: \_\_\_\_ Division: \_\_\_\_ Subsidiary: \_\_\_\_ Branch Office: \_\_\_\_

1.3 List any division or branch office which are to be included in the Prequalification Rating (attach separate list if more than one is to be included).

Name of entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

2. Date Prepared: \_\_\_\_\_

3. Type of Firm:

Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Sole Ownership: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

4. Federal Employer Identification Number: \_\_\_\_\_

5. Year Firm was Established: \_\_\_\_\_

6. Name and Address of Parent Company, if applicable.

\_\_\_\_\_  
\_\_\_\_\_

7. Former Firm Name(s), if applicable.

\_\_\_\_\_  
\_\_\_\_\_

8. Indicate if your firm is a recognized Minority Business Enterprise:

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

8.1 If yes, please indicate the appropriate category.

American Indian \_\_\_\_\_ Asian-American \_\_\_\_\_ Black \_\_\_\_\_

Spanish Surname \_\_\_\_\_ Female-Owned \_\_\_\_\_ Other \_\_\_\_\_

9. Indicate in the three year summary of total contract values for engineering, supplying, installing, testing, warranting and documenting food court work.

2006 - \$ \_\_\_\_\_

2007 - \$ \_\_\_\_\_

2008 - \$ \_\_\_\_\_

10. Corporate background/historical data.

10.1 How many years has your firm been in business under its present business name?

\_\_\_\_\_ years

10.2 Indicate all other names by which your organization has been known and the length of time known by each name.

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10.3 How many years has your firm offering acoustical audiology examination rooms?

\_\_\_\_\_ years

10.4 Please identify all states in which your firm is legally qualified to do business.

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10.5 Please list all certifications and accreditations that your firm has which relate to audiology examination room sales/installation contracting.

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10.6 Please provide the names of the organizations, with individual's names and phone numbers, of contracted work of comparable size and scope to that called for in this bid document.

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# ATTACHMENT B

## REMODELING HIGH SCHOOL FOOD COURTS Schlagle and Wyandotte High Schools

Provide Fee Costs for the Work as Identified in this Bid Document.

**IF THE CONTRACTOR'S BID EXCEEDS \$23,393.00, THE FOLLOWING PROVISIONS APPLY:**

### PREVAILING WAGES

This project qualifies for prevailing wages under the attached policy of the Kansas City, Kansas Board of Education. (See <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=KS20080007>) Contractor is responsible for complying with the most current prevailing labor rates, even if different than those attached to this document. Regional labor rates are provided by the Department of Labor on a regional basis by craft or trade.

Contractor shall submit certified payroll statements **weekly** while work is in progress. Records shall be submitted to Robert Young at 625 Minnesota Avenue, Kansas City, Kansas, 66101.

Cost for equipment, materials \$ \_\_\_\_\_

Cost for labor, construction and installation \$ \_\_\_\_\_

**Total Cost for Work Defined in this Bid Document** \$ \_\_\_\_\_

If your fee structure is designed in a manner other than that called for in the Bid Document, attach that explanation to this sheet and note below:

Attachment (Yes/No): \_\_\_\_\_

For how long do you guarantee your bid? \_\_\_\_\_