



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

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

WEB SITE: WWW.KCKPS.ORG/PURCHASING

REQUEST FOR PROPOSALS

PLAN SCANNING SERVICES AND EQUIPMENT

BID No: **RFP 15-034** **ISSUE DATE:** **JULY 6, 2015**

Kansas City Kansas Public Schools will receive sealed proposals at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., July 16, 2015**, at which time proposals received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | eMail: wayne.correll@kckps.org

INSTRUCTIONS

FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED

1.0 GENERAL.

The following instructions by the Kansas City Kansas Public Schools (KCKPS) are intended to afford offerors an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting service agreement.

1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by KCKPS to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other service agreement documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to **Wayne Correll, Purchasing Manager**, wayne.correll@kckps.org with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an addendum to the RFP if such information is

necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.

1.4 A functional area expert or a day-to-day contract administrator or manager for KCKPS may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by **Wayne C. Correll, Purchasing Manager**. If a vendor acts on the guidance of a District employee that is not authorized to make changes, the vendor does so at his or her own risk. Also, if a vendor attempts, or gains, a modification/addendum from a district employee that is not authorized to make changes, the vendor does this at his or her own risk and risks the termination of his or her contract/agreement.

1.5 KCKPS Purchasing official for this contract is **Wayne C. Correll, Purchasing Manager**. Questions regarding specifications may be directed by e-mail at wayne.correll@kckps.org.

1.5.1 KCKPS's technical/functional expert for this contract is **Doug Clements, Director of Facilities**. This individual, or his designees, will be responsible for providing answers to questions related to the technical aspects of this RFP, while Mr. Correll will provide answers related to contractual and procedural issues. ALL questions are to be directed to Mr. Correll who will forward them to the functional experts for response.

1.6 The terms offeror, contractor, proposer, vendor, and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms KCKPS, owner or district refer to Kansas City Kansas Public Schools.

2.0 SCOPE OF WORK.

Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

3.0 INFORMATION REQUIRED.

Each offeror shall furnish the information required by the RFP documents. The offeror shall sign all required forms and return with the offer. Erasures or other changes must be initialed by the person signing the documents.

4.0 SUBMISSION OF PROPOSALS.

The offeror should propose his/her lowest and best price, F.O.B. destination, on each item. Sealed proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at KCKPS' Purchasing Office on or before the published deadline date and time shown on the RFP. Proposals received

after the published time and date cannot be considered and will held for pick up or destroyed. Faxed or emailed proposals will not be accepted. Proposals may be delivered in person or addressed to:

Kansas City Kansas Public Schools
Attn: Purchasing Manager
2010 N. 59th Street, Room 370
Kansas City, KS 66104

- 4.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.
- 4.2 Proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.
- 4.3 KCKPS is exempt from federal excise taxes, state and local sales and use taxes.

5.0 DISCUSSIONS/NEGOTIATIONS.

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, KCKPS reserves the right to award a service agreement without discussions/negotiations. The competitive range will be determined by KCKPS Purchasing Department and will include only those initial offers that are determined to have a reasonable chance of being awarded a service agreement. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

6.0 BEST AND FINAL OFFERS.

If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by written or telegraphic notice received by KCKPS prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an offeror or his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and he or she signs a receipt for the proposal.

8.0 OPENING PROPOSALS.

All proposals may be opened as soon as received. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but KCKPS' records are a matter of public record.

GENERAL CONDITIONS

1.0 SCOPE OF PROPOSAL

- 1.1 The Kansas City Kansas Public Schools (KCKPS) is accepting Request for Proposals from qualified vendors to provide facility plans scanning services.
- 1.2 The District reserves the right to award to a single/multiple respondent, based upon the evaluation of all proposals received. A service agreement will be executed with the successful vendor(s) as a result of this process. More details are included in the Scope of Work selection of this Request for Proposals.
- 1.3 This RFP is in five (5) parts/sections: Notice to Offerors; Instructions to Offerors; General Conditions; Responsibilities of Offerors; and Scope of Work. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.
- 1.4 The District is not required to purchase from the vendor requirements in excess of the estimated value of the contract.
- 1.5 KCKPS reserves the rights to negotiate price/delivery with successful offeror(s) for similar services specified in this RFP during the effective period of this contract.
- 1.6 This is a service contract for document scanning services may be effective from **August 1, 2015** (pending Board approval and the completion of a service contract) with two (1) year renewable options at the discretion of KCKPS based on factors such as, but not limited to, pricing, service satisfaction, compliance with terms/conditions, and needs of the District. KCKPS has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

2.0 PROPOSAL SUBMITTAL.

A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation. After board action, a service agreement will be completed with for the recommended vendor(s.)

3.0 GENERAL EVALUATION.

KCKPS will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered. It is not the practice of the District to purchase on the basis of low price alone. Service Agreements may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by KCKPS shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, KCKPS may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item.

- 3.1 The District may award a service agreement to the responsive, responsible offeror with the lowest aggregate offer. If unable to award as a package, the District will evaluate proposals and may award alternate awards.

- 3.2 Extensions of unit prices shown will be subject to verification by the District. In case of variation between the unit price and the extension, the unit price will shall prevail.
- 3.5 In the event identical proposals are submitted which are determined by KCKPS to be the lowest responsible offers, usually one offer will be selected as the successful vendor. If one of the offerors submitting identical proposals is a resident of the District, that offeror shall be selected. If two or more such offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.
- 3.6 In determining how to award a service agreement or service agreements in conjunction with the RFP, the District shall consider the following:
- 3.6.1 The purchase price;
 - 3.6.2 The reputation of the vendor and of the vendor's goods or services;
 - 3.6.3 The quality of the vendor's goods or services;
 - 3.6.4 The extent to which the goods or services meet the District's needs;
 - 3.6.5 The vendor's past relationship with the District;
 - 3.6.6 The total long-term cost to the District to acquire the vendor's goods or services; and
 - 3.6.8 Any other relevant factor specifically listed in the request for bids or proposals.

3.7 SELECTION PROCESS

- 3.7.1 Selection Process. The Evaluation Committee will be composed of members from KCKPS. The Evaluation Committee will consist of no less than three (3) and no more than five (5) members. A representative from Purchasing Office will sit on the committee to facilitate all meetings regarding evaluation of the proposals. The Purchasing Office official is not a voting member. The District reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.
- 3.7.2 Pricing. All fees and charges should be included in the prices section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- 3.7.3 Comprehensive equipment/software and/or service solution which has the most compatibility with the environment and which best meets the complete needs of the District.
- 3.7.4 Each proposal received will be evaluated and scored independently by each member and the scores will be compiled to generate a combined score. The proposals will be rank in order, beginning with one, then two, three, and so on, until all proposals have been ranked. The proposal receiving the highest combined point total will be ranked number one and the remaining proposals will be ranked following that method.
- 3.7.5 The Evaluation Committee will narrow the submitted proposals to the few that best meet the requirements of the Request for Proposal (RFP) and which best meets the complete needs of the District. At that point interviews may be scheduled for oral presentations and interviews. Should a contract not be agreed upon, the committee will begin negotiations with the second best proposer. This will continue until an acceptable agreement can be developed. The resulting contract will be sent to the Board for approval along with the award recommendation.

4.0 RESERVATION OF RIGHTS. KCKPS reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;

- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to KCKPS;
- (f) KCKPS has the right to cancel the service agreement with a thirty (30) day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (g) Procure any item or services by other means to meet time-sensitive requirements.

5.0 ACCEPTANCE.

The successful vendor will be required to execute a Services Contract in conjunction with this process after the Board has taken action and prior to work commencing. A copy of the service contract is included with this request for review.

6.0 INVOICES AND PAYMENTS.

Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed (address specified on the purchase order) or emailed (AP@kckps.org) to KCKPS. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by KCKPS (unless specified in the Scope of Work) or the project has been completed and the above instruments are submitted and the invoice has been accepted by KCKPS. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this service contract will be available within thirty (30) days of completion and acceptance by the District. The District's required method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

7.0 WARRANTY-PRICE. The price to be paid shall be that contained in offeror's proposal which offeror warrants to be no higher than offeror's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be reduced to the offeror's current prices on orders by others, or in the alternative, KCKPS may cancel this RFP without liability to offeror for breach.

8.0 TERMINATION. KCKPS shall have the right to terminate for default all or any part of this service agreement if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which KCKPS may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

8.1 KCKPS has the right to terminate this service agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

9.0 INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings

between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

10.0 APPLICABLE LAW. This RFP, and its resulting service agreement, shall be governed first by the laws of the State of Kansas, and venue for any disputes arising thereunder shall be in Wyandotte County, Kansas and secondarily by the Uniform Commercial Code as adopted in the State of Kansas and in force on the date of this RFP.

11.0 DISTRICT ON-SITE REQUIREMENTS. All District property and facilities are a "drug free zone". No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The vendor, its company, and its employees shall adhere to this policy. For the safety of students, all Contractors when working at a campus will sign visitor log in the office at the campus. The required identification badge will be worn while on District property at all times. All contractors must also be in a uniform that identifies them at all times.

12.0 ASSIGNMENT-DELEGATION – No right or interest in a service agreement resulting from this request for Request for Proposal process shall be assigned or any obligation delegated by Offeror without the written permission of KCKPS.

13.0 RESPONSE FORM: This solicitation contains forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms may become grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

13.1 PROPOSAL/BID FORM – This form is to complete pricing offered for this project and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered.

14.0 INSURANCE.

The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms authorized to do business in Kansas as follows: Successful offeror may be required to provide a copy of insurance coverage to KCKPS. Insurance certificates may contain a provision, or offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given KCKPS. Insurance must remain in effect for the duration of this contract. In some cases, the District may be required to be named as an additional insured on the vendor's insurance coverage. If the District is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. If the District requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "Kansas City Kansas Public Schools, Attn: Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104"

14.1 Workers' Compensation: Successful offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$500,000.

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RESPONSIBILITIES OF OFFERORS

- 1.0 The responsibility for compliance with this solicitation and the subsequent service agreement shall be with the bidder/offeror.
- 2.0 Offerors are expected to provide prompt service that is due under this contract including warranties and identified deliverables. Past performance of offerors may be a factor in awarding future contracts.
- 3.0 Offerors are expected to deliver service(s)/product(s) per specifications.
- 4.0 The successful vendor(s) will be required to execute a Services Contract in conjunction with this process and submitted in time to be presented to the Board of Trustees for action.
- 5.0 Submit one (1) original and three (3) copies of your offer. In addition, vendors must supply one soft copy (electronic-PDF) in either CD Rom or flash drive with each copy of the proposal.
- 6.0 Vendor recognizes that it is engaged as an independent vendor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Vendor, in accordance with its status as an independent vendor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Vendor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income

SCOPE OF WORK.

1.0 Seeking a single vendor to provide a full-service turn-key solution for the District’s current document collection to include the following aspects:

1.1 Provide Document Prepping, B&W/Auto-Color Scanning, 1-5 Field Data Indexing, and Text-Searchable OCR processing of all current documents currently within the districts collections, based upon these estimates:

- **Large Format Drawings (folded & hanging) Est.28,000 pages**
- **Small Format Documents (binders & boxes) Est.250,000 pages**
- **Key Cards Est.50,000 cards**

1.2 Scanning requirement needs to address how all Quality Concerns are to be monitored and guaranteed for 100% accuracy. These concerns include, but are not limited to:

- 100% of documents are scanned. No double-feeds or skipped documents.
- Scanned files are to be logically named for ease of search and identification of location.
- Best possible Image Capture and Legibility for all digital files
- Capturing Black & White vs. Color documents (300dpi for Black & White and 200dpi for Color documents)
- Data Indexing Accuracy Procedures
- Any File Duplication Concerns and procedure to correct them

1.3 Chain of Custody and Inventory Control. All documents removed from the Kansas City Kansas School District facility must be barcoded and tracked for identification, location tracking, and chain of custody throughout the process. A document transportation schedule must be established to maintain a continuous flow of documents between facilities. All documents must be transported by an authorized agent of the company awarded the contract.

1.4 Provide a searchable Cloud-based Management Platform to securely store the digital files. Platform requirements must include the following:

- Secure, encrypted, redundant storage with disaster-recovery safeguards
- Flexible User Licenses with multiple levels of permission and access controls.
- Adjustable storage needs that can fluctuate with the ever-changing needs of the district
- Provides Mobility Access (via tablets and iPads) to document collections as needed
- Allows for various query-searches and in-document text searches of all documents by authorized users
- Has the ability to manage document version control, using a simple upload/download interface while working with all the major internet browsers, including Internet Explorer, Chrome, Firefox, and Safari.
- Has the ability to Store, Manage, Share, View, and Distribute a number of different file types, including PDF, TIF, JPG, DOC, XLS, CAD, DWF, and future 3-D Construction Design Models. Also, the ability to annotate and mark-up files digitally, prior to printing or file distribution would be preferred.

- Can integrate with Microsoft Outlook for email archiving and document sharing needs.
 - Provides complete User Activity and File Activity Tracking Reports, accessible at any time by any authorized User
 - Provides an option for an automated Document Retention Scheduler to assist with the document control and disposal of unnecessary digital files.
- 3 Provide a single multi-function device with an integrated high-speed Large Format Color Plotter (36" paper) for producing any necessary printed materials as needed. Must be able to integrate directly into the file database for immediate document access, with or without the availability of a separate driving computer; AND an integrated Large Format Color Scanner (36" minimum) for in-house, as-needed scanning of any future large format documents. Scanner must be able to integrate and scan directly to file database with or without the availability of a separate driving computer.
- 4 Pricing: Pricing for the initial service and equipment is to be lump sum, with an annual fee for maintenance of the equipment and the cloud service (see BID FORM attached hereto).
- 5 Evaluation and Award Process: Proposals received as a result of this solicitation will be evaluated according to details under Selection Process in this document and scored according to the following scoring matrix:

Evaluation Criteria		Max Points	Vendor Score
1.	Vendor Cost – Detailed Description of Rate of Services per year	20	
2.	Reputation of the Vendor and the Vendor's goods or services – 25 Points total as distributed in 2 a. and 2 b.		
a.	Description of the services and/or products	10	
b.	Experience: Success of services and/or products in school districts or similar entities	15	
3.	Usability of vendor's goods and/or services	15	
4.	Extent to which the goods and/or services meet the District need	20	
5.	Vendor's past relationship with District	5	
6.	Total long-term cost to the District to acquire the vendor's goods and/or services	15	
Maximum Total Points		100	

Attachment A – Equipment Specifications:

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other make or model of comparably equipped item of the same class designation.

Large Format Color and Black & White Plotter/Scanner/Copier

Quantity: 1 Each

Specification Exemplar: HP DesignJet T3500 Production eMFP – Large Format Printer (Color Ink Jet)

- This is to be an **ALL-IN-ONE/MULTI-FUNCTION** device. Scanning/Printing/Copying must be done by ONE machine.
- Integrated high-productivity scanner
 - Scan speed Color: Up to 2.5 in/sec
 - Grayscale: Up to 7.5 in/sec
 - Scan/copy resolution: Up to 600 dpi
 - Maximum Scan Size: 36" x 315" (JPEG); 36" x 197" (PDF); 24" x 590.5" (TIFF)
- Thickness: Up to 0.03 in
- Print Line Drawings: 21 sec/page on A1/D; 120 A1/D prints per hour
- Print resolution: Up to 2400 x 1200 optimized dpi
- Stacker up to 100 pages
- True front loading 2 heavy rolls (up to 650 ft. / 200 m)
- Six ink tanks (300-ml each)
- Advanced Scan Features (Presets, Batch Scanning, Multi-Page PDF, Scan to Email)
- Adjustable 4.3" Touch Screen
- Zero warm-up time
- Embedded professional accounting features
- Universal Print Driver
- Remote fleet management for install, configure, monitor, maintain, and troubleshoot
- Protect and manage confidential jobs securely
 - Retrieve documents at the printer with a personal PIN
- Safeguard confidential information, using a self-encrypting HDD with AES-256, Secure Disk Erase, and IPsec
- Intel i5 Core processor, 500GB hard disk, and 128GB virtual memory (based on 2.5GB RAM)
- Delivery, Installation, Training



Location/Delivery/Connection

All items will be delivered and set in place (installed) by the vendor at:

Kansas City Kansas Public Schools – NCO

Suite 229

Kansas City, KS 66104

Lift Gate Required.

BID FORM

Requirement	Scanning Services	
	Pricing	
	Base Bid – Scanning of Existing Plans	\$
	Cloud Based Storage Solution/Software (Annual Fee)	\$
	Training – Cloud Based Storage Solution/Software (include any related travel expenses)	\$
	Total Cost	\$

Requirement	Large Format Color and Black & White Plotter/Scanner/Copier	
Manufacturer:		
Model:		
	Pricing	
	Unit Cost – Complete (Including Cables/Supplies/Other)	\$
	Installation	\$
	Training	\$
	Total Cost	\$

Delivery		
LEAD TIME ARO		
From the date of receipt of order, what is the estimated lead time to delivery?		Days
Designations		Certified Designation
MBE/WBE/Other Certification		
Is your firm certified MBE/WBE or Other? (Circle One)>>	Yes / No	

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

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

ATTACHMENT B – USD 500 STANDARD TERMS AND CONDITIONS

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

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

NO MUTUAL INDEMNIFICATION:

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

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

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

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

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

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

- (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools/Kansas City Kansas Public Library. Any and all insurance must be on an occurrence basis.
- (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
- (3) The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
- (4) The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII
- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools/Kansas City Kansas Public Library shall have the right to cancel the contract.

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

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

Worker's Compensation	Statutory
Employer's Liability	

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

C. Comprehensive General Liability Insurance

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

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

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

D. Automobile Liability Insurance

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

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

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

E. Commercial Crime insurance (when applicable)

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

- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

ADDENDUM NUMBER 1
BID NUMBER IFB 15-034
PLAN SCANNING SERVICES AND EQUIPMENT

Issued: July 16, 2015

**PURCHASING DEPARTMENT
UNIFIED SCHOOL DISTRICT 500
2010 N. 59th STREET
KANSAS CITY, KANSAS 66104
(913) 551-3200**

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

- 1. Change to Bid Due Date:** The due date for proposals under this solicitation is hereby extended to **July 30, 2015 at 2:00 PM**. Sealed proposals received by the District will be opened.

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

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

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

**ADDENDUM NUMBER 2
 BID NUMBER IFB 15-034**

PLAN SCANNING SERVICES AND EQUIPMENT

ISSUED: July 24, 2015

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

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

1. Responses to Bidder Questions:

1	Does the district have a percentage base of how many documents are B&W and how many are in color? Can the proposal include a basis for scanning per sheet in color vs scanning per sheet in B&W?
KCKPS	Vast majority are black in white, no definite percentage info. We really just want b/w, but bidders might add a "unit price" add if something comes up we do want to capture color (red line mark-ups, etc.).
2	Best possible image capture and legibility." A higher DPI is suggested for best possible image capture, which would not change the pricing just the turn-around time.
KCKPS	Go with the DPI as posted in the solicitation, however bidders can make a notation with anticipated added time. It may be a selling feature that helps us decide.
3	Do you have an age factor to the majority of these documents? Are any of these documents the old actual "Blueprints" that will have to be scanned as reverse images? Are you familiar with the condition of the documents, as far as dust factor, torn edges, etc...
KCKPS	Many are old, with torn edges, etc. The average age of our buildings is 60 years, and many of these plans are original. There are some that are blue, some black, and some vellum. I do not believe reverse image will be necessary on the vast majority.
4	Can a meeting be scheduled prior to the bid date to review a sampling of the documents?
KCKPS	Yes. Please contact Doug Clements at (913) 627-3850.
5	Are progress payments acceptable with this contract?
KCKPS	Yes, and would expect a schedule up front, similar to a schedule of values.
6	The bid form has a MBE/WBE certification question, however in the evaluation criteria, it does not indicate a point value for this. Are there diversity goals or participation on this RFP? Are there LBE Goals for Wyandotte county?
KCKPS	MBE/WBE participation is only a goal at this point, so there is no scoring advantage for diversity participation in this solicitation.

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

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

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