



Rockwell Administration Center
Unified School District No. 489
323 W. 12th Street
Hays, KS 67601-3893
785-623-2400

Request for Bids

Unified School District 489
Hays, Kansas

Unified School District 489, Hays, Kansas, is accepting sealed bids for:

All bids must be received in the office of the Board Clerk by **Time and Date**. Bids will be opened at the above stated time and bidders are invited to be present. All bids are subject to the following conditions:

- 1) Unified School District 489 reserves the right to reject any or all bids and to waive any informalities in the bid procedure.
- 2) No bids received may be withdrawn for a period of 30 days after the date of the bid opening.
- 3) Bids are to be sealed and marked, "**Bid.**" Bids received after the hour and date above will be returned unopened. The bids are to be mailed or delivered to me at the above address. Bids faxed to USD 489 are not acceptable because of the sealed bid requirement.
- 4) The successful vendor will be notified within a few days after approval.
- 5) Low bid will be awarded in each category meeting the required specifications.
- 6) Bid sheet enclosed must be completed, signed, and dated by authorized company representative in order for bid to be valid.
- 7) This bid shall be for the fiscal year beginning and terminating. All costs shall remain in effect for this time period. Either party with thirty (30) days written notice may terminate this agreement.
- 8) Any contract entered into by the board of education of a school district or any of its officers or employees acting on behalf of the board shall contain the mandatory contract provisions prescribed by the department of administration in form DA-146a, as amended.
- 9) **Insurance requirements:** Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit for bodily injury and property damage of \$500,000 per accident.
Comprehensive General Liability with minimum limits no less than listed below:
 - a. General Aggregate Limit \$1,000,000
 - b. Products/Completed Operations Aggregate Limit \$1,000,000
 - c. Personal and/or Advertising Injury Limit \$500,000
 - d. Each Occurrence Limit \$500,000
 - e. Fire Damage Limit (any one fire) \$50,000

f. Medical Expense Limit (any one person) \$5,000
Workers Compensation and Employers Liability Insurance with minimum limits no less than listed below:

- a. Bodily Injury by Accident \$100,000 Each Accident
- b. Bodily Injury by Disease \$100,000 Each Employee
- c. Bodily Injury by Disease \$500,000 Policy Limit

The contractor shall maintain at its own cost and expense such insurance as will protect it from all claims for damages to persons and to property which may arise from any operations under this contract or any subcontracts related to this contract. Prior to commencing work, **the contractor shall supply** USD 489 with a **certificate of insurance** with limits no less than those listed above.

10) It is the responsibility of the vendor to inquire about any requirement of this bid that is not understood. Responses to inquiries, if they change or clarify the bid in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the bid. The district will not be bound by oral responses to inquiries or written responses other than addenda.

11) USD 489, Ellis County, Kansas, does not discriminate on the basis of race, color, national origin, sex, age, disability, or handicap in admission or access to or treatment or employment in its programs and activities. If you have questions regarding the above, please contact the Title IX Coordinator or the Section 504 Coordinator: Dean Katt, 323 W. 12th Street, Hays, Kansas 67601, and (785) 623-2400.

If you have any questions concerning this bid, please feel free to contact (785)623-2400.

Sincerely,

Ron Wilson
Superintendent of Schools USD 489

RW:jr

enclosures

cc:

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.