



DEPARTMENT OF TECHNOLOGY

7703 NW BARRY ROAD

KANSAS CITY, MO 64153

Phone: 816-359-6104 Email: RFP_Tech@parkhill.k12.mo.us

REQUEST FOR PROPOSAL NUMBER: TE1100

The Park Hill School District, Department of Technology, will accept separate sealed proposals from qualified persons or firms interested in providing the following:

AUDIO / VISUAL SYSTEMS' RENOVATIONS IV IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

PROPOSALS MUST BE RECEIVED AND WILL BE OPENED AT

1:00 PM, CST ON FEBRUARY 27, 2020

PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL TE1100" AND RETURN 3 COPIES & 1 USB FLASH DRIVE TO:

Park Hill School District, Department of Technology
7703 NW Barry Road
Kansas City, MO 64153

It is the responsibility of interested firms to check the District's website at:

http://www.parkhill.k12.mo.us/district_information/requests_for_proposal_and_bids,

for any addendums prior to the opening date and time of this Proposal. All addendums must be signed and included with the submitted response.



| | |
|-------------------------|---------------------------|
| PROPOSAL NUMBER: | TE1100 |
| QUESTIONS DUE: | February 13, 2020 4:00 PM |
| RESPONSE DUE: | February 27, 2020 1:00 PM |

SIGNATURE PAGE

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by Park Hill School District, this Bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted Bid will be bidder responsibility.

Name of Bidder: _____

Primary Contact: _____

Email Address: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax:** _____

Signature _____



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PART 1

DESCRIPTION OF PROJECT & SERVICES REQUIRED

I. SCOPE OF SERVICES

The Park Hill School District is seeking proposals from qualified firms/providers to renovate the audio/visual systems in specified areas at three elementary schools and one middle school site as indicated on plans.

The Park Hill School District herein requests proposals for the installation, testing, completion, and acceptance of the audio/visual system described in the attached specifications and drawings by interested persons (hereinafter known as “The Vendor”). The Vendor will be responsible for subcontracting any connections and pathways to mains voltage. Contractor responsible for removal and disposal of existing wire and infrastructure being replaced. All old equipment to be surrendered to The Owner for evaluation and reallocation. Prices quoted shall be all-inclusive and represent complete installation at the sites shown on these specifications and attached drawings. The vendor shall be responsible for parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the Park Hill School District the audio/visual system detailed herein.

The gym floor is fully being renovated at Lakeview Middle School this summer. Some work for this project is dependent on work being completed by other contractors, so coordination of work with the other contractors is imperative.

II. TIMELINE FOR RFP PROCESS & PROJECT COMPLETION

The timeline listed below is the District’s estimation to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

| Event | Date |
|---------------------------------------|----------------------------------|
| Post RFP Notification | January 30, 2020 |
| Pre-Proposal Conference | February 11, 2020 @ 9:00 AM, CST |
| Question Cutoff date | February 13, 2020 @ 4:00 PM, CST |
| Proposal Due Date | February 27, 2020 @ 1:00 PM, CST |
| Contract Award/PO | March 31, 2020 |
| Installation & Commissioning Complete | August 7, 2020 |
| Final Punch List Complete | August 17, 2020 |
| Acceptance by PHSD | August 21, 2020 |

III. MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

This conference is for the purpose of reviewing the RFP and receiving questions from the vendors who intend to respond. A pre-proposal conference will be held on the date and time listed in the Timeline for RFP Process at:

Park Hill School District
Department of Technology, Lower Level
7703 NW Barry Rd
Kansas City, MO 64153

Site visits will occur immediately following for those who wish to participate. Attendance at this conference is mandatory. If the vendor does not attend the pre-proposal conference, then the vendor will not be allowed to respond to the RFP. Vendors will be required to sign-in to verify attendance.



PART II

INSTRUCTIONS TO RESPONDENTS

I. INSTRUCTIONS TO RESPONDENTS

- A. All questions shall be submitted to RFP_Tech@parkhill.k12.mo.us and will be addressed by the District. If there is significant information deemed necessary to be communicated to all potential responders an addendum(s) may be issued and posted on the District's website. All addendums(s) must be signed and included with the submitted proposal.
- B. It is the responsibility of each respondent before submitting a response to examine the proposal documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be received no later than February 13, 2020 @ 4:00 PM, CST.
- C. The District reserves the right to award this contract in its entirety or to split the contract between respondents, whichever is in the best interest of the District. The District may accept any item or group of items of the proposal unless qualified by specific limitation of the respondent.
- D. Proposals submitted on separate forms are not acceptable unless specified in the RFP document. Failure to complete proposal forms to the satisfaction of the Department of Technology may result in the rejection of your proposal.
- E. Acceptance of this proposal or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the Department of Technology shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and proposal offer on the written order of the Superintendent.
- F. The respondent shall provide all transportation, labor, materials, and equipment to perform the work. Prices shall include F.O.B. destination and inside delivery. In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- G. Proposals may be modified, cancelled or withdrawn prior to the above referred time and date only upon written notice actually received by the District before referenced time and date. Proposals may not be withdrawn for a 60-day period following the time and date for the receipt of proposals.
- H. Proposals will be made on the enclosed form. Respondents are requested to comply in all respects with the RFP documents and the instructions to Respondents.
- I. Respondents are reminded that the District is exempt from manufacturers excise taxes, floor or sales taxes. Tax exemption certificates will be issued upon request.

II. RESPONDENT QUALIFICATIONS

- A. Firm shall warrant that the products are newly built (NO GRAY MARKET OR REFURBISHED).
- B. Firm shall purchase equipment directly from manufacturer or through manufacturer authorized channel only, in accordance with all applicable laws and current manufacturer's applicable policies at the time of purchase.
- C. Firm shall provide where source equipment was purchased from, which will be verified by the manufacturer account manager.
- D. Firm shall have the capacity and willingness to field calls/emails from Park Hill School District if a problem occurs.
- E. The firm will be willing to field follow up questions from Park Hill School District once the project is completed.
- F. The firm will provide full, detailed documentation of all aspects of the project.



III. PROPOSAL REQUIREMENTS

A. General

- a. The vendor shall provide, install, configure, and program all components of the audio/visual system as designed on the attached plans.
- b. The vendor shall review designs and bring any design concerns and/or incompatibility/interoperability issues to the attention of PHSD prior to the question cutoff date.

B. Delivery, storage, and handling

- a. Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with PHSD and General contractor for secure storage of equipment and materials.
- b. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment at own expense.
- c. All material must be stored in a protected area. If cable is stored outside, it must be covered with opaque plastic or canvas for protection from the elements, with adequate ventilation to prevent condensation. If air temperature at the cable storage location will be below 4.4 °C (40 °F), the cable shall be moved to a heated location [minimum 10 °C (50 °F)] for at least 48 hours before installing the cable.
- d. If adequate storage facilities are not provided, vendor must provide securable storage container or cable shall be stored off-site at the Vendor's expense. Lost, stolen or damaged material must be replaced at vendor's expense.

C. Sequence and scheduling

- a. Schedule for installation of equipment and cabling shall be submitted. Indicate delivery, installation, and testing for conformance to specific job completion dates. As a minimum, dates are to be provided for installation start date, completion of the final punch list, and owner acceptance.
- b. During the renovation, other activities may need to use the space during a limited duration outside of business hours. The vendor shall ensure their equipment and materials are removed from the gym areas during these times and work shall not disrupt the event or the safety of participants or attendees. If necessary PHSD will provide a temporary sound system for these activities to use during these events as to not conflict with the vendors work.

D. Use of the site

- a. Access to building where the work is performed shall be as directed by PHSD and General contractor.
- b. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the owner.
- c. No heavy trucks are allowed on parking areas, coordinate deliveries with owner and General contractor.
- d. The vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this document. At completion of the Work, the vendor shall remove any waste materials, rubbish, tools, equipment, machinery and surplus materials used by the vendor.
- e. The vendor shall provide timely cleanup of the jobsite so as not to interfere with the progress of other trades or themselves. After a 24-hour notice, any of the vendor's cleanup performed by others will be charged to the vendor at \$75/hr., with a four-hour minimum.

E. Pre-Installation Site Survey

- a. Prior to start of systems installation, meet at the project site with the owner's representative and representatives of trades performing related work to coordinate efforts. Review areas of potential interference and resolve conflicts before proceeding with the work. Facilitation with the General Vendor will be necessary to plan the crucial scheduled completions of the installed system.
- b. Examine areas and conditions under which the system is to be installed.

F. Handling and Protection of Equipment and Materials

- a. The vendor shall be responsible for safekeeping of its own and its subcontractors' property, such as equipment and materials, on the job site. PHSD assumes no responsibility for protection of above named property against fire, theft, and environmental conditions.

G. Protection of Owner's Facilities

- a. The vendor shall effectively protect all PHSD facilities, equipment, and materials from dust, dirt, and damage during work.



- b. The vendor shall remove protection at completion of the work.
 - c. The vendor shall, at its sole cost and expense, promptly repair or replace any damage resulting from the performance of its work.
- H. Installation
- a. All work shall be performed in a good and workman like manner.
 - b. The vendor shall receive, check, unload, handle, store, and adequately protect equipment and materials to be installed as part of the contract. Materials and equipment shall be stored in areas as directed by PHSD. Include delivery, unloading, setting in place, fastening to walls, floors, ceilings, or other structures where required, interconnecting wiring of system components, equipment alignment and adjustment, and other related work whether or not expressly defined herein.
 - c. All wiring above accessible ceilings shall be installed in cable tray or open top cable hangers.
 - d. All wiring in exposed ceilings shall be installed in conduit.
 - e. Arrange and mount equipment and materials as described in the plans, and in a manner acceptable to PHSD.
 - f. Installation shall conform to the following basic guidelines:
 - i. Use of approved wire, cable, and wiring devices
 - ii. Neat and uncluttered wire termination
 - iii. Attach cables to permanent structure as directed on the plans
 - iv. Install cables in one continuous piece. Splices shall not be allowed without prior approval from PHSD
- I. Removal and Replacement of Existing Ceilings
- a. All work shall be completed before ceiling tiles are installed, any tiles moved are to be done at vendors own risk.
 - b. Carefully remove existing ceilings as required to perform the work. Restore ceiling systems to their original finish.
 - c. No modification and augmentation of existing suspension systems is allowed.
 - d. Replace damaged ceiling tiles, including tiles with holes, openings or scratches with materials of like kind.
 - e. All damages as seen by PHSD and General contractor are to be repaired by ceiling contractor at vendors expense.
- J. Demolition
- a. All demolition labor and removal of waste required as part of this contract is the sole responsibility of the vendor.
 - b. Locations that cannot be removed (in-wall) shall be blanked with an approved blank faceplate.
 - c. The vendor shall repair any damage caused by demolition with the exception of paint.
 - d. The vendor shall not cut, remove or damage any HVAC control, fire alarm, intrusion detection, RF Distribution, audio/visual (not related to this project), intercom or access control cables. If cables are damaged, they shall be repaired at the vendor's expense.
 - e. For any demolition questions or concerns and clarification contact PHSD for direction.

IV. SELECTION PROCESS

Evaluation of Responsive Proposals

- A. Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:
- i. The firm's (lead firm and sub-consultants) experience in providing similar services to school districts during the past five (5) years.
 - ii. Key personnel that will be assigned to the District's project, and their experience with similar projects.
 - iii. Applicable Resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
 - iv. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with district staff.
 - v. Cost (up front submitted with proposal).
- B. PHSD interprets the term "Lowest Responsible and Best Bidder" as requiring PHSD to: (a)choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. PHSD can consider, among other factors, such things as references, past performance, the availability of service(s), part(s) material(s)



and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received. Bid responses will be rejected if all bid specifications are not met.

- C. Alternate bids (two or more bids submitted) will be considered for an award. PHSD reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
- D. PHSD will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Missouri and any local resolutions specifically applicable to the purchase.
- E. The Project Manager checks references once a short list is determined. Reference check information is considered part of the evaluation process and incorporated into the firm's Experience & References criteria. Upon selection of the top rated firm, the District will negotiate the specific terms of the agreement including cost.

V. TERMS & CONDITIONS

In submitting a response to this Request for Proposal vendors hereby understand the following:

- A. That Respondent, if an individual, is of lawful age and competent to enter into and perform the Work contemplated and, if a corporation, is duly incorporated and authorized to do business in this state.
- B. That this Proposal is made without any understanding or agreement with any other person, firm or corporation submitting a proposal for the same purpose. That this Proposal is made without any understanding or agreement with any other person, firm or corporation that such person, firm or corporation refrain from responding and this Proposal is in all respects fair and without collusion or fraud.
- C. That no member of the Board of Education of this District, nor any officer, employee or person whose salary is paid by said District, in whole or in part, is directly or indirectly interested in this Proposal or any labor or material to be supplied under any Contract or any portion of the profits.
- D. That the prices stated herein are net, exclusive of all federal, state and municipal sales and excise taxes.
- E. Respondents MUST mail completed copies of this entire document to the Park Hill School District Technology Department, 7703 NW Barry Road, Kansas City, MO 64153 on or before the date and time specified. Proposals received after that time will not be accepted nor considered.
- F. It is the responsibility of each respondent, before submitting a proposal to examine the documents thoroughly, and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, omissions in the RFP documents. Requests for clarification must be sent to: RFP_Tech@parkhill.k12.mo.us and received no later than February 13, 2020 at 4:00 PM. The email must contain this proposal number, name, date and numbered questions. Park Hill School District will not answer questions transmitted through facsimile or methods other than set forth in this paragraph. All questions will be answered in an addendum, after question due date. Park Hill School District is not responsible for questions not received on or before the due date, including emails lost due to spam filters or technical issues.
- G. Proposals submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Proposal.
- H. All requested information must be supplied. If respondents cannot respond to any part of this request, respondents should state the reason they cannot respond and note an exception. Respondents may provide supplemental information to assist Park Hill School District in analyzing its proposal.
- I. If the respondent refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Proposal or purchase order, Park Hill School District may, by written notice, terminate the contract or purchase order.
- J. The respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens.
- K. The successful respondent will hold and save Park Hill School District, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the



contract, including its use by Park Hill School District. Vendors working on Park Hill School District property or on behalf of Park Hill School District will be required to carry minimum insurance listed in RFP document.

- L. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to Park Hill School District inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Park Hill School District representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- M. Contracts entered into based on submitted proposals are revocable if contrary to law.
- N. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and Local laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
- O. The respondent responding to this proposal solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
- P. The respondent hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal documents. The respondent further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- Q. It will be understood that any submittal and any and/or all referencing information submitted in response to this Request for Proposal will become the property of Park Hill School District, and will not be returned. As an educational entity, Park Hill School District is subject to making records available for disclosure after Board of Education approval of the recommendation.
- R. Park Hill School District will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Park Hill School District and/or its representatives. Further, Park Hill School District will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of Education has formally accepted a recommendation.
- S. By submission of a response, the respondent agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the respondent's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, or committee sanctioned by and/or governed by the Park Hill School District Board of Education. Respondents will identify any interests, and the individuals involved, on separate paper with the response and will understand that Park Hill School District may reject their proposal/quotation. The respondent certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other respondents, so that all proposals for the project will result from free, open and competitive bidding among all vendors.
- T. Park Hill School District will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Missouri and any local resolutions specifically applicable to the purchase.
- U. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Missouri. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
- V. Park Hill School District requests a just in time order process to alleviate storage issues and to ensure factory warranty stays engaged until products are installed.



- W. All associated costs required to complete project as specified should be included in your final proposal.
- X. Empty fields in a Respondent's pricing sheet(s) will be assumed to indicate that there is no bid on that particular item.

VI. INVOICING & PAYMENTS

- A. Monthly payments will be made based upon Schedule of Values for work that is completed and inspected and determined satisfactory by PHSD. No more than 90% of the total base bid of the project will be paid before project acceptance.
- B. All requests for payments shall be submitted on AIA Form G702-1992, Application and Certificate for Payment.
- C. Completed AIA Form G702-1992 shall be prepared and submitted to the Park Hill School District, 7703 NW Barry Rd., Kansas City, Missouri 64153.
- D. Requests for payments will be reviewed by PHSD prior to approval and may take up to 10 business days.
- E. Initial Application for Payment: The following must precede or coincide with submittal of the first Application for Payment:
 - 1. List of subcontractors & suppliers
 - 2. Schedule of Values
 - 3. Certificates of insurance and insurance policies
- F. Final Application for Payment: Final Payment shall be made upon final inspection and acceptance of the job by PHSD. The following must precede or coincide with submittal of the final application for payment:
 - 1. Acceptance of entire project by PHSD
 - 2. Project closeout documents
 - 3. Lien releases from suppliers
- G. Schedule of values
 - 1. An approved schedule of values must be established prior to contracting with the successful vendor.
 - 2. This schedule shall be used as a basis for reviewing the vendor's applications for payment.
 - 3. Line items in the schedule of values shall be respective of the specific type and area of work.
 - 4. Upon request by PHSD, the vendor shall provide supportive data substantiating the correctness of the Schedule of Values.

VII. INSPECTION AND ACCEPTANCE

- A. Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by PHSD, unless loss or damage results from negligence by PHSD. If the materials or services supplied to PHSD are found to be defective or do not conform to the specifications, PHSD reserves the right to immediately cancel the contract upon written notice to The Vendor and return products at The Vendor's expense, based upon the terms of the Contract. PHSD will case any future payments and seek return of any payments made.
- B. PHSD shall at all times have access to the work wherever it is in preparation or progress, and The Vendor shall provide proper facilities for such access and for inspection.
- C. The Vendor shall not close up any work until PHSD has inspected the work. Should The Vendor close up the work prior to inspection by PHSD, The Vendor shall uncover the work for inspection by PHSD at no cost to PHSD, and then recover the work according to the specification contained herein.
- D. The Vendor shall notify PHSD in writing when the work is ready for inspection. PHSD will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

VIII. PERFORMANCE BOND AND PAYMENT BOND

- A. The Vendor shall provide Performance and Labor and Material Payment Bonds in the amount of 100% of the Contract Sum. The Vendor's cost of the bonds shall be included in the Contract Sum.



- a. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty." In addition, the Surety shall have a minimum "Best Financial Strength Category" no less than five (5) times the contract amount.
- b. The Performance Bond and the Payment Bond both shall be made payable to PHSD.
- c. The Performance and Labor and Material Payment Bonds shall:
 - i. Be issued by a surety company licensed to do business in Missouri; and,
 - ii. Be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - iii. Remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - iv. Display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that:
 - 1. The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of these Documents or associated plans. Any addition, alteration, change, extension of time, or other modification of this Document or associated plans, or a forbearance on the part of either PHSD or the Vendor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.
 - 2. The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of PHSD.
- d. Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the Missouri Statutes, as amended.
- B. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Vendor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- C. The Vendor shall furnish the required bonds to PHSD no later than three (3) days following execution of the Agreement.
- D. The Vendor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to, or waiver of:
 - a. Notice of changes in the Work;
 - b. Request for reduction or release of retention;
 - c. Request for final payment; and
 - d. Any other item required by the Surety.
- E. PHSD may, in PHSD's sole discretion, inform the Surety of the progress of the work and obtain consents as necessary to protect PHSD's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the work.

IX. PRICE QUOTATIONS

- A. Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents. PHSD will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- B. In case of discrepancy in computed proposal prices, the lowest combined value of individual units costs shall prevail.
- C. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid.
- D. Unless specified elsewhere in this document, all prices quoted must be F.O.B. specified destination and will include all delivery, handling, and any other charges related to delivery including surcharges.



- E. Contract prices and discounts shall be fixed at the time of contract approval by PHSD and The Vendor. In the event of price changes, replacement equipment shall be purchased at the lower of contract or then current market price. In no case shall a price higher than contract price be paid for equipment proposed.
- F. In no case shall the price exceed the awarded vendor's prices.
- G. Price complications arising from material availability must be communicated in writing for review by PHSD.

X. PROJECT MANAGER

- A. The Vendor will designate an on-site, full-time, Project Manager who will act as a single point of contact for all activities regarding this project.
- B. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work.
- C. The Project Manager must be on the job at any time work is being performed or workers are present.
- D. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work with the collaboration of a designated PHSD contact.

XI. EQUAL EMPLOYMENT OPPORTUNITY

- A. In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.
- B. All project participants, consultants, engineers, vendors and subcontractors, must comply with all applicable Federal, state and local laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).

XII. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Vendors performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to PHSD, all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith.
- B. Contracts entered into based on submitted bids are revocable if contrary to law.
- C. The agreement and contract documents shall be deemed to have been entered into in the State of Missouri, and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the statute of limitations.
- D. All disputes arising under the contract documents and agreement shall be submitted to the Missouri State Court for the County of Platte which shall have subject matter jurisdiction over the claim or controversy or to the United States District Court for the District of Kansas, sitting in Kansas City, Missouri. Buyer and Seller expressly consent to the exercise of personal jurisdiction by the Platte County, Missouri State Court or by the United States District Court for the District of Missouri, sitting in Kansas City, Missouri, and expressly consent to service of process by either certified mail or registered mail and waive any objections to venue.
- E. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.

XIII. CODES, STANDARDS, AND ORDINANCES



- A. All work shall conform to the latest edition of the National Electrical Code®, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-C.1 through ANSI/TIA/EIA-568-C.3, TIA-569-B, TIA/EIA-606-A, ANSI-J-STD-607-A, NECS/BICSI-568-2006 and shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing PHSD or the authority having jurisdiction for enforcement will have responsibility for making interpretation.

XIV. SAFETY

- A. The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work.
- B. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning “OSHA” and all applicable state labor laws, regulations, and standards.
- C. The Vendor shall indemnify and hold harmless PHSD from and against all liabilities, suits, damages, costs, and expenses (including attorney’s fees and court costs) which may be imposed on PHSD because of The Vendor, subcontractor, or supplier’s failure to comply with the regulations stated herein.
- D. The vendor is responsible for adhering to the latest versions of the above referenced documents/standards as of the date of their bid submittal.

XV. PATENTS AND ROYALTIES

- A. The Vendor, without exception, shall indemnify and hold harmless PHSD and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by PHSD.
- B. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

XVI. INDEMNIFICATION

- A. The Vendor shall indemnify and hold harmless PHSD, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of the performance of work or any operation connected with this Contract; or by consequence of any negligence (excluding negligence by PHSD, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees.
- B. The Vendor further agrees to indemnify and hold harmless PHSD, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.
- C. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at PHSD’s option, of any and all claims of liability and all suits and actions of every name and description that may be brought against PHSD which may result from work, the operations and activities under this Contract whether or not the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed or directed by them.
- D. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.
- E. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of M.O. Sections 429, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

XVII. LIABILITY AND INSURANCE



- A. The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.
- B. Insurance Coverage: The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker’s Compensation, and Employer’s Liability Insurance as will assure to PHSD the protection contained in the foregoing indemnification provision undertaken by The Vendor. Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Missouri and having agents upon whom service of process may be made in PHSD and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.
- C. General Liability: General Liability Insurance shall protect PHSD, The Vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence combined single limit bodily injury and property damage, and an amount not less than One Million Dollars (U.S. \$1,000,000.00) for damages on account of all occurrences.
- D. Product Liability: Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.
- E. Auto Liability: Auto Liability Insurance shall have bodily injury limits of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence and property damage limits of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00).
- F. Workers’ Compensation and Employer’s Liability: Workers’ Compensation and Employer’s Liability Insurance shall meet minimum requirements set by the State of Missouri, but in no case less than One Hundred Thousand Dollars (U.S. \$100,000.00).
- G. Proof of Insurance
 - a. The Vendor shall furnish to PHSD a Certificate of Insurance or duplicate policies of insurance described above which specifically protect PHSD. This will be accomplished by naming PHSD as a named insured under the policy and by providing an endorsement under the terms of which the insurer specifically agrees not only to pay any claims incurred by or resulting to PHSD, but also agrees to enter a defense on behalf of PHSD. The defense includes any and all suits or actions, in which the liability of PHSD is vicarious and is predicated upon allegation of some act of omission by The Vendor, subcontractor, or his or her agents. This proof shall be received within two (2) working days after notice of award. Purchase order(s) will not be issued until Certificates of Insurance are received.
 - b. Such certification must contain a provision for notification of PHSD thirty (30) days in advance of any material change in coverage or cancellation. Notification shall be in writing and signed in ink by a duly authorized officer of the Insurer.
 - c. Insurance Companies are subject to approval and may be rejected by PHSD without stated cause.
- H. Claims
 - a. In any and all claims against PHSD, or any of their agents or employees by any employee of The Vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties, or anyone for whose acts any of them may be liable, the indemnification obligation in this document shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

XVIII. FAILURE TO COMPLETE AND LIQUIDATED DAMAGES

- A. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between PHSD and the Vendor that time is of the essence in the Substantial Completion and Final Completion of the Project and PHSD shall sustain actual damages as a result of the Vendor’s failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impractical and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by PHSD and the vendor that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of the vendor to substantially complete the work within the allotted



time, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due to the vendor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the PHSD in the event that the Work is not completed within the agreed time, or within the extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

- B. It is expressly agreed as a part of the consideration inducing PHSD to execute this Agreement that PHSD may deduct from the Final Payment made to the Vendor a sum equal to a dollar amount per day for each and every additional calendar day beyond the agreed date of Substantial Completion for the projects and improvements as set forth herein.
- C. The successful Vendor and its sureties shall be liable for and shall pay to PHSD the sum of Two Hundred Fifty Dollars (U.S. \$250.00) for each calendar day of delay beyond the scheduled completion date until all work is completed and accepted. PHSD will notify the Vendor in writing if the project schedule is not being met. The Vendor will have (10) working days to remedy the problem before liquidated damages begin.
- D. If the bidder refuses or fails to make deliveries of the materials, or complete work, within the times specified in this document, project schedule or purchase order, PHSD may, by written notice, terminate the contract or purchase order.
- E. If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of PHSD, or of a separate contractor employed by PHSD, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control, or by delay authorized by PHSD pending mediation and arbitration, or by other causes which PHSD determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as PHSD may determine.
- F. Timely Final Completion is an essential condition of this Agreement. The vendor agrees to achieve Final completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. PHSD and the vendor agree that should the vendor fail to achieve Final Completion of the Agreement by the deadline, PHSD shall continue to be damaged to a greater degree by such delay. PHSD and the Vendor agree that the Vendor shall retain two (2) times the estimated dollar amount to complete the punch list items until such items are completed.
- G. Such damages shall be in addition to, and not in lieu of, any other right or remedies PHSD may have against the Vendor for failure to timely achieve Final Completion. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

XX. PREVAILING WAGE

This is a prevailing wage solicitation. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing under this contract. (Section 290.250, RSMo).

The contractor will be held responsible for paying the prevailing wages and it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications herein. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or a portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or any subcontractors (Section 290.250, RSMo). The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.



The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).

A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).

During periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, (as determined by the Labor and industrial Relations Commission) may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

Every transient employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234 RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

The awarded contractor must provide certified payroll for themselves and any sub-contractors throughout the duration of work and prior to final payment being made (290.290, RSMo).

At the completion of this project and prior to a final payment being made, the contractor must submit an "Affidavit of Compliance" for PW-4 with the Park Hill School District. The affidavit must state the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section 290.290 and 290.325, RSMo).

All contractors must report to the Park Hill School District if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of each subsidy, supplement or rebate must be reported to the Park Hill School District within 30 days of receipt of payment (Section 290.095, RSMo)."

Missouri Prevailing Wage Order for this Project –Wage Order No. 25 (See Enclosed)



FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:
 - 1a. Provider /Firm is: National Regional Local
 - 1b. Year Provider/Firm Established:
 - 1c. Licensed to do business in the State of Missouri: Yes No
 - 1d. Principal contact information: Name, title, telephone number and email address:
 - 1e. Address of office to perform work, if different from Item No. 1:
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the District's project or the services to be provided:
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? Yes No



FORM NO. 2: KEY OUTSIDE CONTRACTORS

Each respondent must complete this form for all proposed sub-consultants. Should the vendor use subcontractors for portions of the work, PHSD reserves the right to reject any subcontractor without explanation or recourse by the vendor or subcontractor. The selected vendor is held responsible for all work provided by any subcontractor.

SUB-CONTRACTOR #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Audio/Visual products and integration services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONTRACTOR #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Audio/Visual products and integration services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONTRACTOR #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No



Year Firm Established:

Years of Experience providing Audio/Visual products and integration services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
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FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the District's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the District's project. List no more than five (5) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the District's project:



FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the District's project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years' Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:



FORM NO. 5: PROJECT PLAN WITH SCHEDULE & IMPLEMENTATION

Use this space to provide a detailed project plan including but not limited to:

- Project plan and detailed approach with a schedule that is reasonable to accomplish the work outlined in the RFP and associated documents within the timeframe, and list any assumptions used in developing the plan and schedule, including any obligations that the District has to meet. The plan must identify implementation issues and associated risk management measures vendor would propose.
- Roles of all involved parties clearly identified
- Proposed communication process



FORM NO. 6A: FEE SCHEDULE

SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

| <u>PERSONNEL CLASSIFICATION</u> | <u>TYPICAL WORK TASKS</u> | <u>HOURLY BILLING RATES</u> |
|-------------------------------------|---------------------------|-----------------------------|
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FORM NO. 6B: SERVICE RELATED DIRECT EXPENSES

| ITEM | UNIT COST |
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FORM NO. 6C: COST SHEET

Overall base bid cost and total cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

RENNER ELEMENTARY SCHOOL BASE BID \$ _____

SOUTHEAST ELEMENTARY SCHOOL BASE BID \$ _____

LINE CREEK ELEMENTARY SCHOOL BASE BID \$ _____

LAKEVIEW MIDDLE SCHOOL BASE BID \$ _____



FORM NO. 7 DEVIATIONS & EXCEPTIONS

Please attach a statement outlining any deviations and/or exceptions to the specifications. Please be sure to include page, section, paragraph/sentence(s) and proposed alternative.