

**REQUEST FOR PROPOSAL (RFP)
BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229**

Sealed envelope should be addressed to:

Blue Valley School District
Attention: Nicole Hogan
15020 Metcalf Avenue
Overland Park, KS 66223

Date: February 24, 2020
RFP: 20022
For: Electrical services

RFP # 20022

RFP Opens on:

Date: March 19, 2020
Time: 3:00 p.m.
Location: Administrative Center
15020 Metcalf, Overland Park

**CONDITIONS UNDER WHICH RFP'S ARE REQUESTED ARE INCLUDED.
PLEASE REVIEW THOROUGHLY.**

The Blue Valley School District (District) is soliciting proposals for the purpose of seeking pricing for Electrical services. Proposers (also herein referred to as "Service Providers" or "Contractors") will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications.

- **Mandatory Pre-proposal conference - meeting to be held at the District Support Services Center (Bison Room), 14950 Metcalf Ave., Overland Park, KS 66223 on March 6, 2020 at 2:00 PM Central Time.**

Proposers or potential proposers who obtain this document from the District's web site or in any other way without receiving a formal invitation from this District's Purchasing Department are responsible for notifying purchasing@bluevalleyk12.org in order to receive addenda if any are issued. Proposals received by the District that do not include acknowledgement of addenda may be rejected.

Blue Valley School District reserves the right to reject any or all proposals received if such action is considered to be in the best interest of the District. This request does not obligate the District to pay any cost incurred by vendors related to submission of proposals in response to this RFP.

Any questions regarding RFP specifications or procedures should be directed in writing to: purchasing@bluevalleyk12.org by **March 9th, 2020, 5:00 PM CST**. Questions received by this date will be sent with answers to all known participants soon after the questions deadline. Please keep in mind your questions and our responses will be shared with all known participants.

We are including only one copy of the RFP. Please return all RFP sheets completed. **Do not include sales tax.**

RFP number and name of RFP must appear on the front of the sealed envelope or package.

THIS RFP IS NOT TRANSFERABLE

REQUEST FOR PROPOSAL - TERMS AND CONDITIONS

1. Blue Valley USD 229 (“School District”) reserves the right to reject any or all proposals, to accept any item or items in the proposal and to waive any informality in proposal.
2. An alternate request for proposal (“RFPs”), based on group or total awards will be considered.
3. Please submit six copies of each proposal - one (1) original paper proposal with signatures, four (4) copies of the proposal with signatures, and one (1) electronic copy. The electronic copy should be saved on a CD Rom or flash drive.
4. Prices quoted must remain firm for a period of one calendar year from date of proposal opening.
5. The right is reserved by School District to increase or decrease, by not more than thirty percent (30%) at time of award, the quantity listed for any proposal items.
6. Prices quoted are to be free of all federal, state and local taxes, except those taxes from which the School District is not exempt.
7. The supplier represents that the price or prices specified in the proposal do not exceed the supplier’s current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
8. When submitting a substitute product or service as equal, the full name and illustrated description must be given in the proposal response. The School District reserves the right, to decide upon suitability of the product or service for the intended use. Upon request, samples of substitute products or services must be submitted. Substitute items furnished must be manufactured in compliance with all existing legal or governmental directives.
9. Envelopes containing proposals must be sealed and marked on the lower left-hand corner with the company name and address of the supplier, proposal control number, proposal opening date, and proposal opening time.
10. The date when goods are actually received by the School District shall be the effective date of receipt.
11. Deliveries are to be F. O. B. at a stated location and included in your proposal.
12. If the supplier refuses or fails to make deliveries of the materials or supplies within the time specified on the face of the request for proposal or the purchase order, the School District may, by written notice to the supplier, terminate the right of the supplier to proceed with deliveries of the materials or supplies as to which there has been delay.
13. Advance written notice is to be given to the District Business Office at least two (2) work days before receipt of goods at the designated location.
14. In the event the School District cannot accept a scheduled delivery, it will notify the supplier of such delay as soon as possible.
15. All items furnished must be free from defects in material and workmanship. Items will be subject to School District inspection and approval at any time within thirty (30) calendar days after delivery.
16. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for proposal or purchase order, if any.

17. Rejected items will be held by the School District at the supplier's risk and expense. No replacement of defective items shall be made by the supplier unless agreed to by the School District in writing.
18. The supplier shall comply with the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1030) and shall not discriminate against any person in the performance of work under the present relationship because of race, religion, color, sex, disability, national origin or ancestry.
19. The School District is seeking an annual vendor relationship with the option to renew for four one additional one year periods. The vendor relationship may be terminated by either party by giving the other party thirty (30) calendar days prior written notice of termination. The contractor will be required to notify the District ninety (90) days in advance of its intent to renew the additional one year period.
20. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
21. Kansas state law prohibits smoking in or on any Blue Valley USD 229 property. Compliance is required.
22. The supplier shall provide the standard patent infringement indemnity clause which shall hold and save the School District and its officers, agents, servants and employees harmless from liability for patent infringement of any patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the School District.
23. Indemnity and Hold Harmless: The supplier agrees to protect, defend, indemnify and hold the School District, its Board members, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, reasonable attorneys' 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 the error, omission or negligent act of the supplier. The supplier further agrees to investigate, handle, respond to, provide a defense for, and defend any such claims, at supplier's sole expense; and agrees to bear all costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
24. Tax Exempt: School District is exempt from state and local sales taxes by virtue of Kansas Statutes Annotated 79-3606.
25. Supplier understands that the School District is subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., as amended (the "Act"), and that any proposals made in response to an RFP may be disclosed as required, in the sole opinion of the School District, by the Act or other applicable law or judicial order. School District assumes no responsibility for such disclosure and will not be held liable for any damage or injury that may result from any disclosure that may occur. By submitting a response to an RFP, Supplier agrees to defend, indemnify, and hold School District harmless from and against any and all claims, demands, costs, and expenses, including reasonable attorneys' fees, arising as a result of School District's disclosure or refusal to disclose response information provided by Supplier.
26. Payment of the supplier's invoice is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.

BLUE VALLEY USD #229 - PAYMENT TERMS:

- Payment can take 30-60 calendar days depending on when goods or services are received, orders are verified, and the date the invoice is received in Accounts Payable.
- Invoices received by Accounts Payable and orders verified by the 15th day of the month will be paid/mailed on or about the 15th day of the following month. Invoices received and orders verified on or after the 16th day of the month will be paid the second month following, on or about the 15th day of the month.
- The School District is not requiring the acceptance of a credit card as its form of payment and will still offer checks. However, would you accept a credit card as the School District's form of payment for your goods and services understanding the requirements below?

Yes _____ / No _____

Note: Acceptance of Credit Card Payment

- *Will not change payment terms or timelines.*
- *Cannot increase the proposed costs as outlined in your Bid or RFP response.*
- *The vendor cannot charge any additional fees for the acceptance of credit card payment.*
- *We will need to work with you to setup the payment details.*

UNIFIED SCHOOL DISTRICT NO. 229 – CONSTRUCTION TERMS AND CONDITIONS

The following terms and conditions shall apply to the Agreement between Owner and contractor. As used herein, the term “Agreement” shall mean the purchase order, work order, invoice, letter agreement, or other similar documentation describing the services provided by Contractor.

1. **SCOPE OF WORK.** Contractor’s work shall include delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning debris.
2. **GENERAL QUALITY.** Contractor shall supervise and direct the work, using Contractor’s best skill and attention. All of Contractor’s work and obligations shall be performed with the highest degree of skill and shall be completed in accordance with the Agreement documents.
3. **LABOR AND MATERIALS.** Unless otherwise agreed in writing by Owner. Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment, and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.
4. **WARRANTY.** Contractor warrants to Owner that materials and equipment furnished will be of good quality and new unless otherwise required or permitted by Owner, that the work will be free from defects not inherent in the quality required or permitted, that all work, goods, and materials shall be and remain free of all liens, claims, or encumbrances of any kind, and that the work will conform to the requirements of Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor may make substitutions only with the consent of Owner.
5. **LAWS, REGULATIONS, AND PERMITS.** Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. Unless otherwise agreed in writing by Owner. Contractor shall secure and pay for building permits and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.
6. **COMPLIANCE WITH POLICIES.** Contractor and all subcontractors and delivery personnel associated with performing the work shall conduct themselves in accordance with all applicable Owner policies while on the job site or on Owner’s property. Such policies may include, but may not be limited to, tobacco, drugs, language, weapons, and sexual harassment policies. Failure of a person to so comply will be cause for his or her immediate dismissal from the work.
7. **EMPLOYEES AND SUBCONTRACTORS.** Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound by the Agreement and these terms and conditions. All of Contractor’s employees, subcontractors, and delivery personnel shall be satisfactory to Owner, and Owner reserves the right to approve the hiring and/or require the termination or reassignment of such employees, subcontractors, and delivery personnel.
8. **CUTTING AND PATCHING.** Contractor shall not perform any cutting, patching, or excavation without prior approval of Owner. Contractor is responsible for coordinating public and private utility locates, and Contractor is responsible for any damage caused to utility lines or other facilities.
9. **CONTRACTOR’S INSURANCE**
 - a. Workers’ Compensation Insurance:
Contractor shall maintain workers’ compensation insurance in accordance with the laws of the State of Kansas.
 - b. General Liability: Contractor shall maintain General Liability Insurance (including broad form contractual liability, products, and completed operations) in the amount of at least \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate; and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.
 - c. Automobile Liability: Contractor shall maintain Automobile Liability Insurance, including owned, non-owned, and hired vehicles, covering bodily injury in the sum of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate; and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.
 - d. Professional Liability Insurance. Contractor shall maintain Professional Liability (errors and omissions) Insurance on a claims made basis with limits of liability of not less than \$1,000,000.00.
 - e. General Requirements. All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to Owner and shall be maintained at Contractor’s expense. All insurance required hereunder shall name Owner, its agents, its employees, and its assigns, as additional insureds and shall contain a clause requiring written notice to Owner thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance. Contractor shall provide

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certificates evidencing such insurance before undertaking any work.

10. INDEMNIFICATION. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, subcontractors, and their agents and employees, or other persons or entities performing portions of the work for or on behalf of contractor or any of its subcontractors. Contractor shall indemnify and hold harmless Owner, Owner's officers, directors, partners, employees, and agents from and against any and all claims, costs, losses, and damages (including reasonable attorneys' fees) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's subcontractors in the performance and furnishings of Contractor's services.
11. KANSAS ACT AGAINST DISCRIMINATION. The following (see Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with Owner cumulatively total \$5,000.00 or less during the fiscal year of Owner or who have fewer than four (4) employees shall be exempt from these provisions.
 - a. Contractor shall observe the provisions of the Kansas act against discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas human rights commission;
 - c. If Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by Owner;
 - d. If contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Contractor shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by Owner; and
 - e. Contractor shall include the provisions of K.S.A. 44-1030(a)(1)-(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
12. TIME OF ESSENCE. All times provided for in the Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.
13. SCHEDULE FOR WORK. Before commencing any work, Contractor shall provide Owner, for

Owner's approval, a schedule of the work and a date of substantial completion. Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of the work within agreed time.

14. CHANGES. No alteration in any of the terms, conditions, prices, quality, quantity, specifications, schedules, or completion dates will be effective without prior consent of Owner.
15. PAYMENT. Subject to Owner's acceptance of the work, and unless otherwise agreed by Owner in writing, Owner shall pay Contractor for Contractor's services in accordance with the Owner's standard pay cycle.
16. CONTINUATION DURING DISPUTES. Contractor agrees, notwithstanding the existence of any dispute between the parties, and insofar as possible under these Agreement terms and conditions, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.
17. SAFETY OF PERSONS AND PROPERTY. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: employees on the work and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein, whether in storage or off the site, under care, custody, or control of Contractor or Contractor's subcontractors or sub-subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
18. RISK OF LOSS. Until all improvements, equipment, work, or goods to be provided are installed on property owned or controlled by Owner and working properly, or unless Owner agrees otherwise in writing, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of Owner. Once all improvements, equipment, work, or goods to be provided are installed on property owned or controlled by Owner and working properly, the risk of all loss or damage shall be borne by Owner, excluding loss or damage caused by acts, omissions, or negligence of Contractor.
19. RUBBISH. Contractor shall keep the job site and Owner's surrounding property free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the work, Contractor shall remove all waste materials and rubbish and Contractor's tools, construction equipment, machinery, and surplus materials.

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20. **TERMINATION FOR CAUSE.** Owner may terminate the Agreement and Contractor's services if Contractor: refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to subcontractors for materials or labor; disregards laws, ordinances, or rules, regulations, or orders of any public authority; or otherwise breaches any provision of the Agreement (including these terms and conditions). Contractor shall be paid only for the value of work completed and material supplied as of the date of termination, and contractor shall not be entitled to anticipated profits or anticipated overhead or for other direct, indirect, or consequential damages arising out of or resulting from Owner's termination.
21. **COMPLIANCE WITH LAWS.** Contractor acknowledges that Owner's power to enter into this Agreement is subject to provisions of the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.), the Kansas Budget Law (K.S.A. 79-1935), and other laws of the State of Kansas. Owner reserves the absolute right, at any time and without cause, to terminate this Agreement and Contractor's services in order to comply with such laws.
22. **WAIVER.** Failure of Owner to insist on the strict performance of the terms, conditions, and Agreements herein contained or any of these shall not constitute or be construed as a waiver or relinquishment of Owner's right thereafter to enforce strict compliance with any such terms, Agreements or conditions, but the same shall continue in full force and effect.
23. **FORCE MAJEURE.** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage.
24. **ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, that the Agreement and the services provided hereunder may not be assigned without the prior written consent of Owner.
25. **PRIORITY.** These terms and conditions modify and supersede any terms, conditions, and provisions of the Agreement or any work order or invoice provided by Contractor to the extent the same are inconsistent herewith.
26. **ENTIRE AGREEMENT.** The provisions of the Agreement between Owner and Contractor, including these terms and conditions, constitute the entire Agreement between parties. No modifications, additions, deletion to the Agreement or these terms and conditions shall be effective unless agreed in writing by all parties hereto.
27. **GOVERNING LAW.** The Agreement between Owner and Contractor, including these terms and conditions, shall be construed in accordance with, and governed by the laws of the State of Kansas.

I. DISTRICT OVERVIEW

Blue Valley School District is located in Overland Park, Kansas, a thriving suburb of Kansas City. The District was unified in 1965 and encompasses 91 square miles in southeastern Johnson County. Overland Park has

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been recognized in many national quality-of-life rankings. For example, in 2015 Livability.com ranked Overland Park as No. 17 in the "2015 Top 100 Best Places to Live"; in 2014 mylife.com ranked Overland Park as the No. 1 city to raise children; Overland Park was ranked No. 3 on the "Best Cities for Families" list by Wallethub.com in 2014; and Livability.com ranked Overland Park at No. 3 out of the "Top 10 Best Cities for Kids 2014". Overland Park was ranked #9 in Money magazine's Top 10 "Best Places to Live" in 2012.

The Blue Valley School District currently has approximately 22,000 students located in five high schools (grades 9-12), nine middle schools (grades 6-8), twenty one elementary schools (grades K-5), a Center for Advanced Professional Studies building, Blue Valley Academy, an Early Childhood and Conferencing Center and several administrative buildings. The District also currently has 107 administrators, 1800 certified staff members, and 1400 classified staff members to serve the students and the community.

II. PURPOSE

The Blue Valley School District has a need for electrical services across all District buildings. Our intention is to solicit competitive proposals in order to obtain vendor relationship(s) that provide(s) maximum services and competitive pricing to the District for all its electrical needs. The objective of the District is to award multiple vendors based on pricing. The District is seeking an annual partnership with the option to renew for four additional one year periods. The first year of the vendor relationship will begin on July 1, 2020 and end on June 30, 2021.

III. SERVICE AGREEMENT

1. The Awarded proposals will be based on the need for the Blue Valley School District.
2. It is the request of the District to provide the services and the equipment needed on separate invoices.
3. Period of Services: July 1, 2020 through June 30, 2021 with the option to renew for four additional one (1) year periods. The term of this partnership shall be for one year during which rates will be frozen except for any mutually agreed. Rates shall not increase by more than the agreed upon maximum annual increase percent for a one year renewal. The District retains the right to ask for justification for any price increase. If agreement is not reached, the District may request proposals from other companies. The contractor will be required to notify the District ninety (90) days in advance of its intent to renew each additional one year period.
4. This partnership is cancelable by the Blue Valley School District by giving the other party ninety (90) calendar days' notice.
5. Awarded contractor must be licensed in the state of Kansas.
6. Awarded contractor must have employees that are fully qualified and skilled to perform the services that constitute the work under this proposal.
7. Awarded contractor must maintain the following insurance coverage:
 - a. Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance in accordance with the laws of the State of Kansas.
 - b. General Liability: Contractor shall maintain General Liability Insurance (including broad form contractual liability, products, and completed operations) in the amount of at least \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate; and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.
 - c. Automobile Liability: Contractor shall maintain Automobile Liability Insurance, including owned, non-owned, and hired vehicles, covering bodily injury in the sum of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate; and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

d. Professional Liability Insurance. Contractor shall maintain Professional Liability (errors and omissions) Insurance on a claims made basis with limits of liability of not less than \$1,000,000.00.

e. General Requirements. All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to Owner and shall be maintained at Contractor's expense. All insurance required hereunder shall name Owner, its agents, its employees, and its assigns, as additional insureds and shall contain a clause requiring written notice to Owner thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance. Contractor shall provide certificates evidencing such insurance before undertaking any work.

8. Awarded Contractor must ensure all equipment arrives to the District without defect.
9. The vendor is required to undergo a Validity Screening background check process. The Validity Screening background check is funded by the vendor. Once submitted, BVSD Safety & Security will review the background check and approve/deny the electrician in regards to receiving a security access badge for BVSD facility access. Only 1 electrician is required to be badged, and may bring a vendor team if more manpower is needed for a project. Most Blue Valley School District jobs require only 1 electrician to complete the work.

IV. SCHOOL DISTRICT RESPONSIBILITIES

1. Meet with awarded contractor and offer pre-install meetings and a walk-through of premises.
2. Provide a proposed time schedule for the completion of each project and break down by phase if necessary.
3. Provide floor plans, placement diagrams and/or onsite project direction.
4. Provide key contact names and telephone numbers for each individual project.

V. REQUEST FOR PROPOSAL (RFP) TIMELINE

1. RFP Release – February 24th, 2020
2. Mandatory Pre-proposal Conference – March 6, 2020 2:00 PM Bison Room –Support Services Center
3. Deadline for Submitting Questions – March 9th, 2020 at 5:00 PM CST
4. Proposals due – March 19th, 2020 at 3:00 PM CST
5. Optional Interviews (if needed) – April 15th or 16th, 2020, Time TBD
6. Anticipated Award of RFP 20022 – May 11th, 2020
7. Anticipated Vendor Relationship Start Date – July 1st, 2020

VI. MANDATORY QUESTIONS **Vendor Qualifications**

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1. Briefly describe your company's history, number of years in business, how long you have operated in the Kansas City metropolitan area and ownership and senior management structure (organization chart a plus with brief description of roles for each person).
2. Describe your employee pool in terms of how many full-time year round employees you have in the KC Metro area, within a four hour radius and nationally?
3. Describe your employee pool in terms of about how many seasonal employees you have in the KC Metro area?
4. Focusing on the staff serving the KC Metro area breakdown how many full-time and seasonal employees you have by general roll (position type).
5. Please provide some detail on employee screening practices required for each employee. For example: Alcohol, Drugs, Driving Records, Criminal Background Checks, etc.
6. Provide some background on servicing school districts, schools of any kind or similar clients in the K-12 education industry.
7. Please provide additional information regarding the use of subcontractors. Will you use a subcontractor for any services related to this RFP? If so, briefly describe the relationship of the companies, scope of services offered, experience and key staff.
8. Have you ever failed to complete, defaulted, or been accused of failing to complete any work awarded to you? If so, where and why? Also, how did your company resolve the situation?
9. Have you been sued or sued an Owner within the past ten (10) years? If so, provide the case number and court, including county and state? Also please describe the project, nature of arbitration and outcome.

References

10. List (3) three references from current customers where similar services are provided. Include business name, contact name, phone number, number of year's served and general description of the most common services provided.
11. Provide (2) two references from current customers that were new accounts in the last year (did not do business with you for over two years prior to return). These can be from any industry, but customers with similar scope of services preferred. Include business name, contact name, phone number, date started and general description of most common service provided.

Flexibility, Timeliness and Resources

12. In the past year, what was the max number of employees including seasonal, that you had in the field on the same day in the KC Metro area? When was this? How did it differ from your normal? How did you accommodate? How much notice did you need?
13. We have projects that come up throughout the year with a heavy emphasis in the summer, however many of our large projects overlap one another in late May/early June and in early to mid-August. Often we are not flexible in our dates due to competing factors. Knowing this how would your company work to accommodate the District?
14. What is general rule on how many days or hours' notification must be given prior to scheduling / rescheduling a service call?
15. Provide detail of fleet, quantity and size of vans/trucks serving the KC Area Metro area?
16. Where is your company headquartered? Where is the local or regional office that would be servicing our account located? If different, where is the main dispatch yard that will be servicing our account located?

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17. What are the days and hours your company would be available to provide services? What are your normal service hours?
18. What is a typical response time look like for your company in the Blue Valley School District region? Our expectation is within 1 hour of call time.
19. What quality management processes do you have in place to ensure consistency of quality and meeting deadlines?
20. Do you provide 24 x 7 x 365 live support for critical issues?
21. How do you communicate best with your clients?
22. Historically, Blue Valley School District has worked with electricians to establish a lead electrician or two electricians with the company to service Blue Valley projects from start to finish including completing the project and billing. Ideally, we would like to continue with that model. Who would you be assigning to Blue Valley School District to coordinate with District personnel on projects?

Additional Cost Considerations

23. When would a supervisor be required?
24. Would any minimum charges apply to our projects? If so, please describe.
25. Would a trip charge apply to service calls?
26. What is the mark up on the materials that you provide?
27. Is your company licensed, insured, and bonded?
28. Provide (2) two recent examples of claims for damaged articles servicing similar accounts. How were the claims handled and what lessons were learned?

Value Added

29. What makes your company unique when compared to the competition?
30. Please provide any additional information on services offered or not called out in this RFP?

VII. ELECTRICIAN LEVELS

Blue Valley School District is seeking hourly rates for various levels of electricians, to perform various electrical work tasks throughout BVSD. These needs vary from location to location, as well as are “as needed” events in regards to scheduling and requesting the work. The levels of electricians are broken out as follows:

Tier 1- Apprentice Electrician:

- Electrician who has completed a qualified training program.

Tier 2- Journeyman Electrician:

- Four Year licensed electrician.

Tier 3- Journeyman Electrician with a Service van:

- Four Year licensed electrician with a stocked van.

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Tier 4- Master Electrician with a Service van:

- Must have required master electrician license, 4+ years electrical experience, and have a stocked van.

IX. SCORING AND SHORTLISTING

Evaluation of Proposals: An evaluation committee comprised of District employees shall evaluate proposals received.

1. Phase I Evaluation and Shortlisting:

All proposals will be evaluated according to the point schedule listed below. Proposals not short-listed will not be further considered.

Section	Section Title	Total Possible Points
Section III	Insurance Certificates	5 Points
Section VI	Q & A, Vendor Qualifications	10 Points
Section VI	Q & A, References	5 Points
Section VI	Q & A, Flexibility, Timeliness & Resources	15 Points
Section VI	Q & A, Additional Cost Considerations	5 Points
Section VI	Q & A, Value Added	10 Points
Section XI.1	Labor Rates (Regular, Over Time)	30 Points
$\frac{\text{Lowest Proposed Fees}}{\text{Proposer Proposed Fees}} \times \text{Possible Points Available} = \text{Pricing Score (rounded to the nearest hundredth)}$		
Section XI.2	Review Additional Cost Information	10 Points
Section XII	Deviations	5 Points
Overall Proposal (Quality of content, organized, complete, professional)		5 Points
Total Possible Points Phase I:		100 Points

The District retains the right to end the RFP and base award of the RFP after the Phase I scoring or continuing on to Phase II Optional Finalists Interviews. Vendors are encouraged to put their best proposals forward since award can be made after Phase I and if a Phase II shall occur, only the selected finalists will be invited based on Phase I scoring.

2. Phase II Optional Interviews:

The District retains the right to invite some, all or none of the RFP Finalists identified in the Phase I Scoring. Interviews will be scheduled for April 15th or April 16th, 2020. The District retains the right to adjust the dates of the interviews. Companies invited for interviews will be notified by March 27th, 2020.

Scores from Phase I will carry over and be combined with the following:

	Total Possible Points
Phase I	100 Points <i>(May be adjusted pending outcome of interviews.)</i>
Clarifications and additional information presented.	50 Points
Grand Total Possible Points	150 Points

Scoring from Phase I will not be made available until Phase II has been completed or ruled out.

IX. RFP RESPONSE INSTRUCTIONS

1. Sealed proposal due to the District – The due date for the sealed RFP response is listed on page 1. **All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and date set will not be considered.** The District will not consider or be responsible for errant delivery or late performance by courier service.
2. District requires one (1) original, four (4) copies of entire proposal. In addition one electronic copy containing a PDF file of the entire proposal.
3. The RFP response may be hand-delivered or must otherwise be received by the District at the address provided on page 1, by the submittal deadline. No fax or emailed proposals will be accepted.
4. Responses to the District should be in a sealed box or envelope clearly marked and addressed. If the RFP is not clearly marked, the Proposer has the risk of the proposal being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying proposals submitted that are not properly marked. (15020 Metcalf Avenue, Overland Park, KS 66223).
5. It is the responsibility of the submitter to insure that the proposal arrives to the District within the deadline. Proposer should allow sufficient time for proper delivery. The District assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the District. Every Proposer is solely responsible for ensuring that its proposal is delivered on time. Proposals will be opened only after the due date and hour.
6. Original RFP responses shall be signed by an official authorized to legally bind the Proposer.
7. **Pricing forms must be submitted in a separate sealed envelope within the main submission document and be clearly labeled “Pricing Response, RFP # 20022”. (1 original– all together in one separate sub envelope)**
8. Vendors are to reply with information in the following order:

Proposal Format: Proposals shall be submitted by tab number as instructed below. The Proposer agrees and will comply with all provisions and specifications as stated in this RFP unless otherwise stated in the Deviations section of this RFP. Any additional cost or factors to meet a specification or requirement must be noted in the Deviations section. Failure to respond to these requirements may result in the proposal being considered non-responsive.

Tab 1 – Minimum Criteria

- a. Cover letter
- b. RFP Document including the Proposal Form signed by an authorized Company Officer, plus any signed addendums if applicable.

Tab 2 – Required Documents

- a. Proof of required insurance / insurance certificates

Tab 3 – Answers to Mandatory Questions

- a. Provide answers following each of the questions asked in Section VI.

RFP # 20022 Electrical Services

Tab 4– Statement of work example

- a. Provide a sample statement of work.

Tab 5– Deviations (Section XII.)

- a. Provide a statement with any deviations or simply state “none”.

Pricing in Sealed Envelope per Instructions Above

- a. Pricing includes sections X. (1-3).
- b. Provide pricing on the forms provided.

X. PRICING RESPONSE

LABOR RATES

1. Technician Levels – as defined in section VII

- **Regular Time- Defined as Monday through Friday 6:00 AM – 11:00 PM CST**
- **Overtime – Defined as All other hours minus District recognized Holidays**

<u>Technician Levels</u>	<u>Hours</u>	<u>Regular Time (per hour rate)</u>	<u>Overtime (per hour rate)</u>
Tier 1 – Apprentice Electrician	1-40 hours	\$	\$
	41-100 hours	\$	\$
	Over 100 hours	\$	\$
Tier 2 – Journeyman Electrician	1-40 hours	\$	\$
	41-100 hours	\$	\$
	Over 100 hours	\$	\$
Tier 3 – Journeyman Electrician with a service van	1-40 hours	\$	\$
	41-100 hours	\$	\$
	Over 100 hours	\$	\$
Tier 4 – Master Electrician with a service van	1-40 hours	\$	\$
	41-100 hours	\$	\$
	Over 100 hours	\$	\$
ADD BUCKET TRUCK – Daily Rate		\$	/Day

2. PROVIDE ANY ADDITIONAL SERVICE OR MATERIALS COSTS FOR CONSIDERATION

(Be sure to include clear descriptions when providing unit cost information.)

3. MAXIMUM ANNUAL RATE INCREASE:

Maximum Annual Percentage Increase to Rates _____ %

4. MAXIMUM MATERIAL MARKUP:

Maximum Annual Percentage of markup on materials _____ %

XI. DEVIATIONS

List below any deviations or exceptions to this RFP document or (if any) addendum related to this RFP or simply state "None".

XIII. SIGNATURES

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if the Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated except as stated as a deviation in Section XI.

Company Name

Authorized Person's Signature

Company's Authorized Person's Name (Printed)

Company's Authorized Person's title

Company Address

Date

Telephone Number

Fax Number

Email Address