

JOHNSON COUNTY COMMUNITY COLLEGE

Procurement Services
12345 College Blvd.
Overland Park, KS 66210-1299
Phone (913) 469-3812

REQUEST FOR BIDS #16-080

Andrzej Zielinski Art Book Printing

Buyer: Scott Carpenter

Bid Opening: Jan. 28, 2016, 4:00 PM
Johnson County Community College
Procurement Services
Campus Services Building, Room 170

Bidder's Company Name: _____

SECTION 1 - SPECIAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1-1 GENERAL

Johnson County Community College (the “College”) is soliciting bids for Andrzej Zielinski Art Book Printing. Bidders (also herein referred to as “Contractors”) will execute and submit all bids in accordance with these instructions and the applicable provisions of the specifications.

Bidders or potential bidders who obtain this document from the College’s web site without receiving a formal invitation from the College’s Procurement Services to bid or submit a proposal are responsible for notifying the appropriate buyer that you have done so in order to be assured of receiving notification of addenda if any are issued. NOTE: It is the Bidder’s responsibility to check for any addenda. Bids received by the College that do not include acknowledgement of addenda may be rejected.

1-2 SUBMISSION OF BIDS

- a. Sealed bids for **Andrzej Zielinski Art Book Printing** will be received at room 170, Campus Services Building, Johnson County Community College, 12345 College Blvd., Overland Park, Kansas 66210 until 4:00 PM on JAN. 28, 2016, at which time the responses will be publicly opened and read aloud. Bids received after the exact time specified for receipt will not be considered.
- b. **Bids must be submitted in a SEALED envelope and CLEARLY IDENTIFIED with the Request for Bid number, date and time of opening, and Bidder’s name and address. A facsimile response to this Request for Bids does NOT meet the requirement of a sealed bid and will NOT be accepted.** Attachment B should be completed and returned to the College’s Procurement Services if the Proposer is not submitting a bid.
- c. Bids must be submitted on the College’s forms provided in this bid document and must be signed in ink by a person authorized to commit Bidder to extend this offer. Any alterations or corrections must be initialed by the Bidder.
- d. Bids may be withdrawn or modified at any time prior to the scheduled closing time for receipt of bids. Requests for modification must be in writing, executed by a person with authority, and submitted in a sealed manner as set forth above. Requests for withdrawal must be in writing, executed by a person with authority, or by facsimile or electronic mail notice subsequently confirmed in writing.
- e. All bids shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Bids for sixty (60) days after opening, but the College reserves the right to accept or reject bids on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the College.
- f. Unless otherwise specified, only one price brand and/or model may be proposed for each item or service in this Request for Bids. Bidders must determine their single best offering based on the quality specified. **Bids not conforming to this requirement will be rejected.**
- g. Any time College Offices are closed on days other than scheduled holidays, any opening, pre-proposal conference, or other meeting or event related to this Request for Bids scheduled for that day will be held on the next normal working day at the scheduled time. Any time opening hours of College Offices are delayed, openings will be delayed by the same amount of time; e.g., if an office opens two hours late, responses will be opened two hours late. It shall be the Bidder’s responsibility for making themselves aware of these situations.

1-3 ALTERNATE BRANDS/SPECIFICATIONS

- a. Brand names and specifications referenced in this bid are meant to establish a minimum standard of quality, performance, or use desired. Unless otherwise noted, bids on “equals” may be considered provided Bidder clearly identifies the alternate

product or service to those specified in this bid, and furnishes descriptive literature and other proof required by the College to determine that the “equal” being proposed meets the minimum essential specifications.

- b. When brand names or specifications are not changed, it will be assumed that Bidder’s proposal is as specified and any award or agreement would be done so accordingly.
- c. Samples, when required by the College, must be furnished free of charge, including freight, to and from the College.
- d. In the event the College elects to contract for a brand purported to be an equal by the Bidder, the acceptance of the item will be conditioned on the College's inspection and testing after receipt. If, in the sole judgment of the College, the item is determined not to be equal, the material will be returned at Bidder's expense and the Agreement terminated.

1-4 PRICING

Except as otherwise provided, bid prices must be firm and based on the units specified. The bid price shall include everything necessary for the execution and completion of this Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Bidder’s signature on this Request for Bids Offer page guarantees that prices have not been arrived at through collusion with other eligible Bidders and without effort to preclude the College from obtaining the lowest possible competitive prices. The bid price shall not include any allowance for Kansas State sales or use tax.

1-5 DELIVERY AND FREIGHT REQUIREMENTS

- a. Unless otherwise specified, bid response must be on the basis of F.O.B. Destination, prepaid and allowed. Requests for additional compensation for freight or delivery charges will be rejected by the College unless specifically identified on the Bid Form and agreed to by the College.
- b. Unless otherwise specified in the Request to Bids, delivery at the earliest possible date is desired; therefore, weighted consideration may be given to the earliest date as stated by the bidder in its proposal. Bidder will state, in calendar days, the time required to make delivery after receipt of an Agreement or purchase order. Failure to make delivery within the time specified may be cause for the College to cancel the Agreement or purchase order and to make the purchase on the open market with any cost in excess of the Agreement amount to be paid by the Bidder. Failure of the vendor to meet contract delivery dates may also be cause for removal from the College’s bid list.

1-6 INTERPRETATION, CORRECTIONS, OR CHANGES

Bidders requesting any interpretations or clarifications of this document shall direct those questions in writing (preferably via electronic mail) to the College’s Procurement Services Office at the address below **by no later than 5:00 p.m., Central Time, January 21, 2016:**

Scott Carpenter
Johnson County Community College
Procurement Services
CSB 170, Box #56
Overland Park, KS 66210
Telephone: (913) 469-3299
Fax: (913) 469-4429
E-mail: carpenters@jccc.edu

Procurement Services is the first and only point of contact on all matters related to the procedures associated with this Request for Proposals. If additional information is needed from any source, the College’s Procurement Services will work with the Bidder and with the various offices of the College to gather that information.

Any interpretation, correction, or change in the Request for Proposals will be made by formal addendum issued by the JCCC Procurement Services Office and must be acknowledged by Bidder on the Proposal Response Certification (see “Attachment A” attached hereto and incorporated herein by this reference) of this Request for Proposals. Interpretations, corrections, or changes

to the Request for Proposals allegedly made in any other manner will not be binding and no Bidder may rely upon any such interpretation, correction, or change.

1-7 BIDDER'S REPRESENTATION

By submission of a bid, Bidder represents that he has examined the Agreement documents and made an examination of the site or otherwise satisfied himself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities.

1-8 QUALIFICATION OF BIDDER(S)

Upon request by the College, the apparent successful bidder(s) shall furnish documentation satisfactory to the College which confirms qualification requirements. Any conviction for a criminal or civic offense that indicates a lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

1-9 BASIS OF AWARD

- a. The College will look to the Bidder(s) submitting the best bid(s) as its primary supplier(s); however, at its sole discretion, the College may award more than one Agreement for the supply and delivery of the items described herein. The College reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, and to contract in the best interest of the College.
- b. Award(s) may be made to the lowest acceptable Bidder(s) as determined by an item by item basis or by the total cost. On an item by item basis and in the College's sole judgment, if a significant savings cannot be made by making award(s) to the low Bidder(s), the College may make the award of the item(s) to the next low Bidder(s) already receiving award of item(s).
- c. The College shall not be required to make any award whatsoever.

1-10 APPEAL OF AWARD

A Bidder aggrieved by the award of an Agreement may file an appeal in writing to the Executive Director of Procurement Services. The appeal must be received by the Executive Director of Procurement Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Bidder wishes the Executive Director of Procurement Services to consider. Keeping track of the date an award is made is the responsibility of the Bidder(s).

1-11 BID CONFIDENTIALITY

Each Bidder agrees that the contents of each bid submitted in response to this Request for Bids is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such bids, except as provided for by law. Except as determined by the College's Procurement Services, in its sole discretion, no information will be given regarding any bids or evaluation progress until after an award is made, except as provided for by law.

1-12 ORDER OF PRECEDENCE

To the extent that this bid's terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) Instructions to Bidders; 2) College General Terms and Conditions; 3) State of Kansas Department of Administration DA-146a (Rev. 06-12) Contractual Provisions Attachment; and 4) Specifications.

1-13 DISCLOSURE OF POTENTIAL CONFLICT OF INTERESTS

It is the duty of the Contractor to disclose all circumstances that constitute an actual or potential conflict of interest as those terms are defined in the College's Conflict of Interests Policy 431.00 (<http://www.jccc.edu/policies/personnel-400/conflict-of-interests-431/index.html>). This duty is continuing throughout the procurement process, and such circumstances must be disclosed to the College immediately upon Contractor's knowledge. Failure to do so could jeopardize the procurement process and result in rejection of a Proposer's submission or rescission of a proposed award.

SECTION 2 - TERMS AND CONDITIONS

In addition to the Johnson County Community College General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

2-1 AGREEMENT TERMS AND CONDITIONS

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in the Agreement and made a part thereof. The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the College and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements, and that it will not insist on or require any modifications to the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12).

2-2 LAWS, REGULATIONS AND PERMITS

The 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 and as required in the related industry, including without limitation laws specific to institutions of higher education, such as (and again without limitation): Section 504 of the Rehabilitation Act of 1973, the Family Educational Rights & Privacy Act, The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"). The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the College 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 of relinquishment of the College's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect.

2-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, undisputed payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

2-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the College by reason of such failure of the Contractor. The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.
- b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

2-5 BOARD OF TRUSTEES' APPROVAL

The Agreement may be subject to approval by the College's Board of Trustees, and if such approval is required but not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

2-6 KANSAS ACT AGAINST DISCRIMINATION

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with the College cumulatively total Five Thousand Dollars (\$5,000) or less during the fiscal year of the College or who have fewer than four (4) employees shall be exempt from these provisions.

- a. The 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, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;
- c. If the 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, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College;
- d. If the 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, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College; and
- e. The 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.

2-7 EXECUTIVE ORDER 11246

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246.

2-8 CONTINUATION DURING DISPUTES

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, 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.

2-9 INDEMNIFICATION

To the fullest extent permitted by law, the party who enters into this Agreement with the College, including its respective officers, directors, partners, employees, insurers, agents, subcontractors, invitees or others acting under its direction or control (collectively, "Party"), agrees to defend, indemnify and hold harmless College, College's officers, directors, partners, employees, agents and representatives from and against any and all actual or alleged claims, costs, losses, damages and costs of defense (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) of any nature whatsoever, resulting from, arising out of or in consequence of, any action or cause of action in connection with the execution, performance and furnishing of Party's commitments, obligations and services under this Agreement including, but not limited to: monies owed by Party to third parties (including without limitation subcontractors) and/or damage to property or any injuries or death sustained by any person or persons, including any third parties, employees, agents, invitees and the like, caused by the negligent acts or omissions or intentional acts of any Party. Party further waives any rights of subrogation against College, College's officers, directors, partners, employees, insurers, agents or representatives.

2-10 APPROPRIATIONS CLAUSE

The College's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

2-11 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry, and completed in accordance with the Agreement Documents.

2-12 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the College may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the College, submit to the College properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

2-13 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the College and working properly, or unless the College provides otherwise, the 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 the College. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by College and working properly, the risk of all loss or damage shall be borne by College, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

2-14 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

2-15 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto, including any price increase for the project, shall be valid or binding unless in writing communicated in the stipulated manner, and signed by the College and the Contractor.

2-16 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

2-17 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

2-18 KANSAS OPEN RECORDS ACT

Contractor recognizes that JCCC is a public governmental body subject to the provisions of the Kansas Open Records Act, K.S.A. 45-215 through 45-223. As such, JCCC is required to allow citizens to inspect and copy documents deemed to be "public records" under the law. Nothing herein shall prohibit the College from satisfying a request to inspect and copy documents.

2-19 ADDITIONAL ACTS (FURTHER ASSURANCES)

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

2-20 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

2-21 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the College by Contractor or which Contractor has caused to be provided to the College are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

2-22 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

2-23 TERMINATION FOR CONVENIENCE

The College may terminate this Agreement, in whole or in part, at any time, with or without cause, by written notice to the Contractor. The Contractor shall be paid all amounts due and owing for work performed as of the date of termination. The Contractor shall submit a final claim for payment for actual work performed within ten (10) business days of the date of termination. If the Contractor has any property in its possession belonging to the College, the Contractor will account for the same and dispose of it in the manner the College directs.

SECTION 3 - TECHNICAL SPECIFICATIONS AND BID FORM

3-1 GENERAL

In support of the college's signing of the American College & University Presidents Climate Commitment, the college's Procurement Services Office is dedicated to applying principles in all procurements to the maximum degree as practical in order to procure products and services that promote the minimization of environmental impact and the conservation of energy during the entire life cycle of products.

The college will give favorable consideration to the procurement of products and services that support these aforementioned standards and that do not have negative residual impacts on the environment at the end of their useful lives. Favorable consideration will be given to those vendors who support these standards as well.

Job: Andrzej Zielinski Art Book

Because of the critical nature of press checks (to ensure color accuracy), preference may be given to bidders with a press located within 30-40 miles of the greater Kansas City area. Press checks between 8 a.m. and 5 p.m., Monday-Friday, are strongly preferred.

Prospective vendors must provide demonstrated experience (examples) of publishing similar art books for university, public or private art museums (i.e., Nelson-Atkins Museum of Art, Kemper Museum of Contemporary Art, Nerman Museum of Contemporary Art, Daum Museum of Contemporary Art, Spencer Museum of Art). Samples may be required to demonstrate previous experience.

Quality: High (minimum output of 175 LPI)

This book showcases Andrzej Zielinski's works of art and his show at the Nerman Museum of Contemporary Art on the campus of Johnson County Community College.

Quantity: Provide quotes for hard-bound copies w/ dust cover for these quantities:

750 and 1,000

Cover size: H 11" x W 11"

Page size: H 10.625" x W 10.625"

Size of jacket: H 11" x W 30.5" + spine (printer will confirm correct size needed)

Number of pages: Please provide a bid for page quantities of 140, 152 and 164.

Full bleeds - number of pages: Please provide bids to include 10-15 full bleed pages.

Case: 4mm board covered with Pantone 425 linen (or similar *non-custom* fabric color).
Bright green foil stamping on the front and the spine.

Text: 150gsm (100#) Lumi Silk art paper, printing 4/4 throughout (or approved comparable)

Jacket: 157gsm (105#) art gloss, 4/0 + Aqueous coating on jacket/ matte film lamination, if necessary
4-color hard bound covers and dust cover, 4-color photo on one page; black text on opposite page

Photography: Approximately 87 (eighty-seven) 4-color images included in book (imbedded in electronic file)

Files: JCCC will submit files electronically or will upload files to an FTP site if provided; please indicate preference and if any additional charges apply.

Press checks: Museum personnel and/or the artist to conduct press checks as needed.
Press operator must provide 24-hour advance notice prior to each press check.

Press Location: _____

Subcontractors (Names and Locations, if applicable): _____

Proofs: Minimum one set of hard proofs required. Provide pricing structure for proofs (ex.: first set of proofs free, subsequent proofs requested by client at: \$_____ ea.)

Digital Images: High resolution digital images will be incorporated into the finished file presented to printer. After proofs have been presented to the artist/college, fine color adjustments may need to occur.

Deadlines: Files to printer: Mid-February, 2016
Books to be delivered to JCCC: End of March/Early April, 2016

Delivery: All to JCCC Central Receiving (12345 College Blvd., O.P. KS, 66210)

Pricing:	QTY 750 Hard- Bound (140 pages)	\$_____/M
	QTY 750 Hard- Bound (152 pages)	\$_____/M
	QTY 750 Hard- Bound (164 pages)	\$_____/M
	QTY 1000 Hard- Bound (140 pages)	\$_____/M
	QTY 1000 Hard- Bound (152 pages)	\$_____/M
	QTY 1000 Hard- Bound (164 pages)	\$_____/M
	Shrink-wrapping	\$_____/M

References (Prior Experience with Art Book Publication):

**JOHNSON COUNTY COMMUNITY COLLEGE
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE EXECUTVE DIRECTOR OF PROCUREMENT SERVICES, JOHNSON COUNTY COMMUNITY COLLEGE.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the JCCC Procurement Services Office. All changes in scope to the agreement must be in writing and submitted on a JCCC Procurement Services Change Order Form.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the Johnson County Community College Procurement Services Office. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by Johnson County Community College. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by Johnson County Community College or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced herein are meant to establish a minimum standard of quality, performance, or use required by the College. No substitutions will be permitted without written authorization of the Johnson County Community College Procurement Services Office.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, shall be fit for the intended purpose, and shall not infringe upon the rights of any third party. All products found defective shall be replaced by the Contractor upon notification by Johnson County Community College. All costs of replacement, including shipping charges, are to be borne by the Contractor. Contractor further warrants that all products and services shall be delivered and performed in a professional manner in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, Johnson County Community College reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by Johnson County Community College resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the College, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the College's prior written consent in each case.
14. SAVE HARMLESS: Contractor shall protect, indemnify, and save Johnson County Community College harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. TAXES: The College is exempt from the tax levied by the Kansas Retailers' Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used

primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.

17. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Executive Director of Procurement Services, Johnson County Community College. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of Johnson County Community College. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, 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.
21. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to Johnson County Community College are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **COLLEGE POLICIES:** Contractor shall follow and comply with all policies and procedures of the College and the reasonable instructions of College personnel.
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
26. **PROTECTION OF COLLEGE PROPERTY:** Contractors are responsible for protecting flooring, furniture and equipment in contracted work areas. Contractors are responsible for covering Johnson County Community College's property that may be affected by the contractors work. Expectations of the college are; contracted work areas are left in the same condition as when the work began.
27. **ORDER OF PRECEDENCE:** Notwithstanding any other provision in this Agreement, to the extent any terms contained in the various documents to this Agreement, the following shall be the order of controlling precedence: Form DA-146a, Johnson County Community College General Terms and Conditions, Request for Proposal submission and then any supplemental documents submitted by vendor.

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Business Classification Type (Please check mark if applicable):

- | | |
|---|--|
| <input type="checkbox"/> Minority Business Enterprise (MBE) | <input type="checkbox"/> Women-Owned Business Enterprise (WBE) |
| <input type="checkbox"/> Small Business Enterprise (SBE) | <input type="checkbox"/> Small Disadvantaged Business Enterprise (DBE) |
| <input type="checkbox"/> Disabled Veteran-Owned Business (DVBE) | <input type="checkbox"/> Veteran-Owned Business Enterprise (VBE) |
| <input type="checkbox"/> HUBZone Business Enterprise (HUB) | <input type="checkbox"/> 8a Designation |

Business Classification Type is used for tracking purposes, not as criteria for award.

Please indicate how you were notified or became aware of this RFP:

- | | |
|---|--|
| <input type="checkbox"/> Invited by JCCC to Submit Proposal | <input type="checkbox"/> JCCC Procurement Services Web Site |
| <input type="checkbox"/> Newspaper Ad | <input type="checkbox"/> Received Notice from JCCC Via Twitter |
| <input type="checkbox"/> Received Notice From Entity Other Than JCCC (Please Specify) _____ | |
| _____ | |

JOHNSON COUNTY COMMUNITY COLLEGE REQUEST FOR BIDS NO. 16-080

ATTACHMENT B

NO BID RESPONSE FORM

_____ Name of Firm	_____ Name of Individual
_____ Signature	_____ Title
_____ Street Address	_____ Email Address
_____ City, State, Zip	_____ Telephone / Fax Number

The undersigned, as and invited Proposer for this RFP, advises the College that it is not submitting a proposal in response to this RFP.

Proposer is requested to indicate the reason for not proposing to this RFP.

_____ Proposer is unable to work with the timing of this project.

_____ The scope of this project is too large.

_____ The scope of this project is too small.

_____ Proposer does not provide the goods and/or services requested in this RFP.

_____ Proposer is unable to meet the requirements of this RFP.

_____ Other (please describe) _____

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) _____

Women-Owned Business Enterprise (WBE) _____

Small Business Enterprise (SBE) _____

Small Disadvantaged Business Enterprise (DBE) _____

Disabled Veteran-Owned Business (DVBE) _____

Veteran-Owned Business Enterprise (VBE) _____

HUBZone Business Enterprise (HUB) _____

8a Designation _____

Business Classification Type is used for tracking purposes, not as criteria for award.

Please return this form to:

**Johnson County Community College
Procurement Services
12345 College Blvd.
Overland Park, KS 66210
Fax: (913) 469-4429
Email: procurement@jccc.edu**