Kansas

Robert Moser, MD, Secretary | Department of Health & Environment | Sam Brownback, Governor

INVITATION FOR BID

IFB Number: 264-12-13

Locations:

Property #1	940 S. Meridian, Valley Center, KS 67147	**Property #6**	3120 S Millwood, Wichita, KS 67208
Property #2	1515 W 25th St. N, Wichita, KS 67204	**Property #7**	2900 N Shelton, Wichita, KS 67204
Property #3	2622 Southeast Dr, Wichita, KS 67218	**Property #8**	429 N Estelle, Wichita, KS 67214
Property #4	2224 W Maple, Wichita, KS 67213	**Property #9**	2112 N Waco, Wichita, KS 67211
Property #5	3228 N Salina, Wichita, KS 67204	**Property #10**	

Closing Date: May 4, 2012 Closing Time: 2:00 p.m.

Procurement Officer: Kelly Chilson

Telephone: (785)296-1519

E-Mail Address: kchilson@kdheks.gov

Web Address: http://www.kshealthyhome.org

Item: **Project Safe Home – Lead Hazard Reduction**

Agency: Kansas Department of Health and Environment

Guarantee: No Monetary Guarantee Required

Scope: This Contract shall cover the procurement of Lead Hazard Reduction services for the Kansas Department of Health and Environment, Healthy Homes Program.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the IFB number and be directed to the procurement officer listed above. Return in a sealed envelope or other container only the signature page and bid forms not later than the closing date indicated above. Retain the remaining documents for reference.

The document can be downloaded by going to the following website:
http://www.kshealthyhomes.org/contractor_info.html
It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

SECTION I
CONDITIONS TO BIDDING

Property Walk-throughs:

Attendance is required at each property walk-through in order to be eligible to submit bids for any property covered by this Invitation for Bid. Dates of property walk-throughs will be posted on the following website:

http://www.kshealthyhomes.org/contractor_info.html

Cost of Preparing Bid Response: The cost of developing and submitting the bid response is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, negotiating for the contract and other costs associated with this solicitation. All responses will become the property of the State of Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

Evaluation of Bids: Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery and other conditions imposed by this Invitation For Bid. Award will be by line item, group totals, or total lot, whichever is in the best interest of the State of Kansas.

Acceptance or Rejection: The State of Kansas reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this solicitation; and unless otherwise specified, to accept any item in the bid response.

Contract: The successful vendor will be required to enter into a written contract with the State. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is attached to this solicitation.

Contract Documents: This solicitation, any amendments and the bid response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract award which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1. Form DA-146a
2. written modifications to the executed contract;
3. written contract signed by the parties;
4. this solicitation including any and all addenda; and
5. contractor's written bid response submitted in response to the Request as finalized.

Contract Formation: No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful vendor.

Open Records Act (K.S.A. 45-205 et seq.): All bid responses become the property of the State of Kansas. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

Federal, State and Local Taxes - Governmental Entity: Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully

imposed on it with respect to any product or service delivered in accordance with this solicitation.

The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.

Debarment of State Contractors. Any vendor who defaults on delivery as defined in this solicitation may be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Secretary of Administration, after consultation with the contracting agency and the Attorney General, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Secretary, after consultation with the contracting agency and the Attorney General, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the Attorney General, remain in effect until after the trial of the suspended person.

Insurance: The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

SECTION II
BID INSTRUCTIONS

Preparation of Bid Response: Prices are to be entered in spaces provided on the BID FORM if provided herein. Computations and totals shall be indicated where required. The State has a right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The State reserves the right to reject bid responses which contain errors.

Vendors are instructed to prepare their bid response following the same sequence as the Invitation For Bid.

Submission of Bid Responses: Vendor's bid response shall consist of :
1) Signature Sheet
2) One (1) copy of the bid response, including other supporting documents

Vendor's bid response, sealed securely in an envelope or other container, shall be received promptly by 2:00 P.M., Central Standard or Daylight Savings Time, whichever is in effect, on:

addressed as follows:

Project Safe Home
Kansas Department of Health and Environment
IFB #: 264-12-13

Closing Date: May 4, 2012

327 N. Hillside, Ste. 300

Wichita, KS 67214

Bid responses received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a bid response or for the rejection of a bid response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late bid responses will be retained unopened in the file and not receive consideration.

Signature of Bid Responses: Each bid response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each bid response shall include the vendor's social security number or Federal Employer's Identification Number.

Acknowledgment of Addenda: All vendors shall acknowledge receipt of any addenda to this solicitation. Failure to acknowledge receipt of any addenda may render the bid response to be non-responsive. Changes to this solicitation shall be issued only by the Kansas Department of Health and Environment in writing.

Modification of Bid Responses: A vendor may modify a bid response by letter or by FAX transmission at any time prior to the closing date and time for receipt of bid responses.

Withdrawal of Bid Responses: A bid response may be withdrawn on written request from the vendor to the Procurement Officer at the Kansas Department of Health and Environment prior to the closing date.

Bid Disclosures: At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation sheet from the Kansas Department of Health and Environment. Bid results can be obtained by sending (do not include with bid):

1. A check for $3.00, payable to the Kansas Department of Health and Environment and;
2. A self-addressed, stamped envelope;
3. Invitation For Bid Number

Send to:
Kansas Department of Health and Environment/Purchasing Services
Attention: Bid Results/Copies
1000 SW Jackson, Suite 570
Topeka, KS 66612

Notice of Award: An award is made on execution of the written contract by all parties. Only the State is authorized to issue news releases relating to this solicitation, its evaluation, award and/or performance of the contract. The Department of Health and Environment shall issue either a purchase order or a written contract to the successful vendor.

SECTION III
GENERAL PROVISIONS

Term of Contract: Contractor shall coordinate the timeline for each individual housing unit with KDHE representatives, to minimize inconvenience to the property owner.

Inspection: The State reserves the right to reject, on arrival at destination, any items which do not conform with the specifications of this solicitation.

Termination for Cause: The Department of Health and Environment may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. the Contractor fails to make delivery of goods or services as specified in this contract; or

2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Department of Health and Environment shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within a reasonable timeframe, the Kansas Department of Health and Environment shall issue the Contractor an order to stop work immediately.

Termination for Convenience: The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Kansas Department of Health and Environment elects to terminate this contract pursuant to this provision, the termination shall be effective as the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kelly Chilson
Kansas Department of Health and Environment
1000 SW Jackson, Suite 570
Topeka, KS 66612

or to any other persons or addresses as may be designated by notice from one party to the other.

Rights and Remedies: If this contract is terminated, the Department of Health and Environment, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the Department of Health and Environment in the manner and to the extent directed, any completed materials. The Department of Health and Environment shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by the Department of Health and Environment subject to any offset by the Department of Health and Environment for actual damages including loss of federal matching funds.

The rights and remedies of the Kansas Department of Health and Environment provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by the Contractor's employees, and freight embargoes, etc.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Kansas Department of Health and Environment shall not constitute a waiver.

Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

Confidentiality: The Contractor may have access to private or confidential data maintained by the State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all of the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by the Contractor. On the termination of expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

Reviews and Hearings: The Contractor agrees to advise the Department of Health and Environment of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Department of Health and Environment. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this contract.

Hold Harmless: The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or subcontractor.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Care of State Property: The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for the Contractor's use in connection with the performance of this contract, and Contractor will reimburse the State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Retention of Records: Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expirations or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

Federal, State and Local Taxes Contractor: The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the Department of Health and Environment. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supercede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honestly must be disclosed. This includes (1) 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; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property: (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

Acceptance: No contract provision or use of items by the State shall constitute acceptance or relieve the vendor of liability in respect to any any expressed or implied warranties.

Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or 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 contract terms and conditions are severable.

Statutes: Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Payment Terms: Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

Disclosure of Proposal Content: The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Subcontractors: The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

Invoices: Each housing unit must be individually invoiced. Invoices shall be forwarded to the Kansas Department of Health and Environment at the following address:

Kansas Department of Health and Environment
Project Safe at Home
1333 South 27th Street
Kansas City, KS 66106

Invoices shall state the following:

1. date of invoice;
2. date of completion of work;
3. letter of clearance issued by KDHE;
4. contract number and address of unit;
5. itemization of all applicable charges;
6. net amount due, showing any additions (change orders) or reductions from the original bid price.

With the invoice, Contractor shall attach the following documents:

1. a copy of the clearance letter issued by KDHE;

2. a copy of all receipts for disposal of debris for that property address;
3. a copy of any change order issued for that property address.

On-Site Inspection: Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Solicitation. Submission of a bid response shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid response.

Submission of the Bid Response: Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

Insurance: The Successful Vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

Contact: Any correspondence by potential bidders, with the using agency, must be documented in writing and submitted to the Department of Health and Environment, to be considered for any possible addenda, and/or in the evaluation of the bid. Any change in specification shall be authorized only by the Department of Health and Environment and will be issued by written addendum.

Industry Standards: If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Default on Delivery: Any vendor who defaults on delivery as defined in this Solicitation may, be barred from bidding on any subsequent Solicitation for a period to be determined.

Definite Quantity Contract: This Solicitation is for a close-ended contract between the vendor and the State to furnish a predetermined quantity of a good or service in a given period of time.

Prices: Prices shall remain firm for the entire contract period.

Certification of Specifications Compliance: By submission of a bid response and the signatures affixed thereto, the bidder certifies all products and services proposed in the solicitation meet or exceed all requirements of this specification as set forth in the solicitation.

The contractor shall be responsible for all work put in under these specifications. The contractor shall make good, repair and replace, at the contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the Department of Health and Environment said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Sales Tax Determination:

This project has been determined by the Kansas Department of Revenue to be subject to Kansas sales tax. The cost of said Tax must be **INCLUDED** IN all Bid and Contract prices. Sales tax includes all applicable state, county and city sales taxes.

A general contractor or other contractor who contracts directly with the State of Kansas or one of its agencies

shall pay tax as follows:

a. Labor: No tax will be assessed since the labor is purchased directly by the State or one of its agencies.

b. Materials: Taxes will be assessed on material purchased for the project.

A subcontractor on this project shall pay tax as follows:

a. Labor Taxes will be assessed because this labor is not purchased directly by the state or one of its agencies. (However, labor will not be taxed on projects calling for the original construction of a building or for repair or remodeling of a residence).

b. Materials: Taxes will be assessed on materials purchased for the project.

Whether sales tax should be paid to the Department of Revenue by a subcontractor on the subcontractor's labor services will depend upon whether the project qualifies as the original construction of a building or facility or as the repair or remodeling of a residence. The contractor and each subcontractor will be responsible for determining whether labor services for the project qualifies for such exemption and for including the correct amount of state, county and city sales tax applicable to this project. Contractors and subcontractors must include all sales tax due on materials, which are not exempt on this project. Any questions should be addressed to the Kansas Department of Revenue, Division of Taxation, Taxpayer Assistance Center. (785) 296-0222.

A general contractor or other contractor that contracts directly with the State of Kansas shall obtain copies of the Kansas Retailers Sales Tax Registration certificates from all its subcontractors on this project and have them available at the jobsite upon request.

SECTION IV
STATEMENT OF WORK

Background and Scope: Pursuant to a Lead Hazard Control grant awarded to KDHE by the Department of Housing and Urban Development (HUD), KDHE is seeking contractors to eliminate or reduce the hazards of lead-based paint in housing units located throughout the State of Kansas. KDHE will conduct inspections and risk assessments on qualified housing units, and will specify what work is required for each housing unit. KDHE plans to seek bid on multiple housing units at the same time, but bids will be awarded separately for each housing unit. Bids will be awarded to the lowest responsible bidder. No Contractor shall be awarded more than (2) contracts (housing units) at any one time. KDHE will, at their discretion award properties based on the lowest responsible bid but awards will also be distributed taking into consideration the minimum of (2) housing units per contractor and award contracts in the best interest of KDHE to minimize costs and maximize scheduling opportunities. Properties will not be awarded to any Contractor who is 30 days or more past the contract completion date on one or more awarded properties until work has been completed on those properties and accepted by KDHE.

Services to be Provided: Contractor shall conduct lead hazard abatement work and/or interim control activities, as specified in the scope of work provided by KDHE for each individual housing unit. Contractor must be a licensed lead activity firm in Kansas to bid on abatement work in housing units. To be eligible to bid on any housing unit, each potential Contractor, or a representative of the potential Contractor must attend a pre-bid walk-through for that housing unit. Contractor shall follow all applicable safety and health requirements when working on housing units pursuant to this grant. Contractor shall work closely with KDHE staff to schedule work on each housing unit to minimize the amount of time that residents are unable to occupy or use their home or rental property.

Deliverables: Contractor shall conduct work in accordance with the scope of work (property specifications) provided by KDHE for each housing unit. All work shall be done in compliance with applicable state and federal laws and regulations, as well as the General Specifications of Project Safe at Home Wichita. The General Specifications can be located on the internet at www.kshealthyhomes.org. Contractor may be required to move furniture or other residents' belongings prior to conducting lead abatement work or interim controls. All work areas and surrounding areas must be thoroughly cleaned after each work day so that residents can use their property however, this requirement shall not apply to containment areas that are sealed if work is to continue within that area the next work day.

Upon completion of the required work and final cleaning for each housing unit, the Contractor shall notify KDHE that the unit is ready for final inspection and clearance testing. KDHE shall notify the Contractor of any problems or deficiencies identified during the clearance inspection. Contractor shall not be paid until KDHE has given final clearance for that housing unit. Contractor shall submit a separate invoice to KDHE for each housing unit as required in Section III of this IFB.

State Resources: KDHE shall provide the following resources to the contractor:

1. Detailed specifications on the location and type of work required for each unit.
2. Opportunity to view the property during the required walk-through for each unit.
3. Periodic inspection and oversight of the work conducted by the Contractor, to ensure that work is being done properly and safely by qualified staff.
4. Staff to conduct the final inspection and clearance testing.
5. Designated suppliers for the provision of replacement windows.

Replacement Windows: KDHE has partnered with multiple window suppliers to provide all replacement windows necessary for lead hazard removal at the properties specified. Contractors shall be required to purchase windows from the suppliers as designated by KDHE. A list of suppliers shall be provided to each contractor at the mandatory property walk-throughs.

The contractor shall be solely responsible for payment to the window supplier in the event that any of the windows purchased have been measured incorrectly or purchased in error by the contractor.

Timeline: In the property specifications for each housing unit, KDHE will show the number of workdays allowed for each housing unit. If the Contractor exceeds the number of workdays allowed, the final payment to the Contractor shall be reduced by $80.00 per day. If the Contractor's work does not pass the initial clearance test, the final payment to the Contractor shall be reduced according to the actual costs of retesting. Upon award of the contract, the Contractor shall work closely with KDHE staff to determine the start date for work on each housing unit.

To reduce inconvenience to the property owner or resident, KDHE will coordinate and schedule work to be performed with each property owner or resident in accordance with the information provided by each Contractor on the Lead Abatement Project Notification Form that shall be required to be submitted by each Contractor and filed in the Topeka office. Contractors that fail to adhere to the schedule submitted on the Lead Abatement Project Notification Form and arrive at the work site late or do not arrive at all, will be assessed a fee of $80.00 for each incident. The Contractor shall give sufficient advanced notice to the Kansas City office if a change in schedule will be necessary. Sufficient advanced notice shall be defined as one day prior to the date in which the work schedule shall be affected or by 9:00 A.M., Central Standard or Daylight Savings Time whichever is in effect, on the day that the work schedule shall be affected. It shall be the Contractor's responsibility to document any information in regards to the date, time and/or name of the individual that scheduling changes are communicated to as proof of sufficient advanced notice in the event of a dispute.

Should scheduling changes occur due to inclement weather and sufficient advanced notice cannot be given by the Contractor, KDHE shall take those instances into consideration prior to assessing any fees.

Contractor Timeline to Withdraw from Contract Award: Should a Contractor choose to withdraw or cancel their interest in a property that has been awarded to them, the Contractor shall notify the Kansas City office at (913)262-0796 in writing within three days of the date in which the contract was signed. If written notification is not received within three days, the Contractor shall be penalized and removed from bidding consideration for the next group of properties that are posted.

Change Orders: Change orders shall be limited to 10% of the total job cost. Change orders that are necessary due to hidden hazards will be assessed at an amount pre-approved by KDHE.

KDHE reserves the right to exclude any Contractor from future bid opportunities if KDHE deems, in their sole discretion, that the Contractor is abusing the process and submitting excessive change orders.

Payment: Payment shall be made to the Contractor, within 30 days upon receipt of a complete, valid invoice for the completed housing unit.

SIGNATURE SHEET

Item: **Project Safe Home – Lead Hazard Reduction**

Agency: **Kansas Department of Health and Environment**

Closing Date:

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Statement of Work. **I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Addenda: **The undersigned acknowledges receipt of the following addenda:**

#1 **#2** **#3** **#4** **None**

Legal Name of Person, Firm or Corporation

Toll Free Phone_____**Local**_____**Fax**_____

E-Mail Address_____

Mailing Address_____

City & State_____ **Zip Code**_____

Federal Tax ID #_____

Signature_____**Date**_____

Printed Name of Signature_____**Title**_____

If awarded a contract and correspondence is to be directed to an address other than above, indicate mailing address and telephone number below.

Address_____

City & State_____ **Zip Code**_____

Toll Free Phone_____ **Local**_____ **Fax**_____

E-Mail Address_____

Accounts Receivable Set-Off Program: *During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas Accounts Receivable Setoff Program. Notice of setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.*

K.S.A. 75-6201 et seq. allow the Director of Accounts and Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because it's obligation to the State is reduced by the amount subject to setoff.

BID FORM

PROPERTY	LOCATION	FIXED PRICE
1		
	TOTAL	
2		
	TOTAL	
3		
	TOTAL	
4		
	TOTAL	
5		
	TOTAL	
6		
	TOTAL	
7		
	TOTAL	
8		
	TOTAL	
9		
	TOTAL	
10		
	TOTAL	

By my signature, I certify that the bid amount(s) reflected above take into account all labor, equipment and materials necessary to eliminate the identified lead hazards at each unit and I understand that change orders will be limited to 10% of the total cost bid per unit. Excessive bid amounts will require line item detail and must be justified to KDHE.

Signature_____**Date**_____