

KANSAS CITY, KANSAS COMMUNITY COLLEGE

NOTICE OF

BID: 23-003

Issued Date: **Monday, February 13, 2023**

Sealed BIDS will be received by the close of business on **Monday, March 6, 2023**, for the following:

Fluid Hydraulic Trainer and Instruction Training

All questions regarding this Bid must be submitted in writing via email to the following Contact Person:

Linda Burgess, Purchasing Specialist
Kansas City Kansas Community College, 7250 State
Avenue, Kansas City Kansas 66112
Finance Department, Jewell Building
Email: lburgess@kckcc.edu

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service/equipment in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
Email Address	

TABLE OF CONTENTS

BID NO. 23-003

PROFILE OF KANSAS CITY KANSAS COMMUNITY COLLEGE

INSTRUCTIONS FOR SUBMITTING BID

SCOPE OF SERVICES / BID REQUIREMENTS

CONTRACT TERMS

GENERAL TERMS AND CONDITIONS

BID INFORMATION, INSTRUCTIONS, FORMS

BID NUMBER 23-003

PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE

Kansas City Kansas Community College is a centrally located public 2-year institution in the Kansas City metropolitan area, northeast Kansas. The College accredited by the Higher Learning Commission and with a long history being founded in 1923. Within the city limits of Kansas City, Kansas, the College is conveniently located within Wyandotte County near State Avenue and College Parkway for the main campus as well as the Technical Education Center near State Avenue and North 65th Street. The College also serves Leavenworth County as part of its service area with a satellite center, the Pioneer Career Center.

INSTRUCTIONS FOR SUBMITTING BIDS

A. GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

1. Must submit five (5) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. One (1) electronic copy of the submittal response should be provided in the sealed envelope with the original paper copies.
Deliver or mail to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Coordinator, Finance Office.
2. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
4. Any exceptions taken to the terms, conditions, or specifications of the BID must be clearly noted in the submittal as follows: **Exceptions to BID 23-003**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the BID in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
5. Questions and information pertaining to any item of this request may be obtained by submitting a request via email. No communication will take place between respondents and staff that comprise the College during the BID process, except in writing.
6. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
7. It is the responsibility of each respondent to become familiar with the requirements of this BID. Lack of knowledge concerning the BID's requirements will not relieve the respondent of conditions submitted in response to the submittal.
8. If it becomes necessary to revise this BID in whole or in part, an addendum will be provided to all respondents on record as having received the BID. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**

9. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
10. In all cases, no verbal communication will override written communication and only written communications are binding.
11. The College shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.
12. Successful respondent will be required to comply with Section 6 of the Scope of Services and the General Terms and Conditions.

B. EVALUATION CRITERIA

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections based on, but not limited to, the following criteria:

1. **Product Specifications.** The product or equipment and service if applicable compliance with the specifications contained herein.
2. **Timing/Capacity to Perform the Work.** The capacity and capability of the respondent to perform the work in question/deliver the specified equipment in the specified timeframe, including specialized services, within the time limitations fixed for the completion of the project. Access to replacement parts will be considered.
3. **Experience.** The past record of performance of the proposed product or equipment in an environment in higher education and/or industry.
4. **Warranty.** Terms of the warranty for the equipment.
5. **Fee Proposal**

Selection will be made based upon the lowest and best qualified bid and is in the sole discretion of the College.

C. PROPOSAL REQUIREMENTS

- 6.1 Five (5) hard copies of the proposal must be submitted and one (1) electronic copy on a thumb drive. Proposals must be placed in a sealed envelope and clearly marked BID 23-003. KCKCC cannot accept faxed proposals.
- 6.2 **Product(s) Proposed to Meet Specifications – Form A.** Provide all specifications, product data, certification and required information, and complete Form A.

6.3 **Timing/Capacity to Perform the Work – Form B.** The capacity and capability of the respondent to perform the work in question/deliver the specified equipment in the specified timeframe, including specialized services, within the time limitations fixed for the completion of the project. Description of availability of replacement parts.

6.4 **Experience – Form C.** The past record of performance of the proposed product or equipment in an environment in higher education and/or industry.

6.5 **Warranty – Form D.** Terms of the warranty for the equipment.

6.6 **Fee Proposal - Form E.**

SCOPE OF SERVICES

SECTION 1: INTRODUCTION TO PROJECT – HYDROLIC TRAINING SIMULATOR

Fluid power trainers will be instrumental in developing well rounded courses with accompanying labs that reinforce newly learned concepts through hands-on training. These trainers will support the development of an industry relevant and desirable knowledge of fluid power principles such as the relationship between pressure and flow (Bernoulli's Principle) and how Pascal's Law and the Hagen-Poiseuille equation apply in a fluid power system. Students will gain component familiarity, solidify concepts such as pressure vs. force, and get hands on training in motor specific circuitry as well as general circuit design, installation, operation, and troubleshooting concepts and techniques. These trainers will help develop the student's skillset in both traditional and modern hardware as they will come equipped with manual flow control as well as electromechanical valves, which are used as the interface between the fluid power system and the computer-controlled facilities of today.

SECTION 2: SCOPE OF WORK

2.1 The equipment and capabilities required to maximize ROI for these trainers is:

1. Small footprint, on wheels, relatively lightweight
2. Pneumatics and hydraulics on the same trainer frame
3. Double sided which provides twice the students training for a given equipment footprint
4. 120 vac 20A power requirements that can simply plug in
5. All tools necessary for maintenance and related training for the actual maintenance of the unit itself
6. Expandable and adaptable from beginner to advanced training as the student progresses—will also allow the equipment to be useful in 100, 200, and 300 level classes as the program continues to grow
7. Includes equipment and training to cover both manual and electromechanical valves
8. Spare parts availability
9. Technical support
10. Includes student curriculum and course materials such as instructors guide, handbooks, etc. covering all aspects of the subject matter:
 - flow control
 - pressure control
 - directional control
 - torque/speed control and measurement
 - preventative maintenance procedures such as filtering and sampling/testing fluid for contaminants and viscosity
 - Provide "Train the trainer" instructor training for instructors

SECTION 3: CONTRACTOR RESPONSIBILITIES

3.1 The Contractor will conduct activities that shall include but not limited to the following:

- A. Self-perform at least 90% of the work on the project (product delivery, installation IF APPLICABLE, and instructor training).
- B. Select, contract, supervise and direct work of all subcontractors, suppliers, and design team for approval by KCKCC.
- C. Provide and manage schedule.

3.2 Product requirements

- A. Product shall have been used in teaching environments for a minimum of three (3) years or if less than three (3) years provide information regarding it meeting the industry standards.
- B. Product is required by March 2023.**

SECTION 4: SPECIFICATIONS

4.1 FLUID POWER HYDRAULIC TRAINING SIMULATOR – all proposed products shall meet the requirements outlined in the Scope of Work, Section 2.

4.2 FINAL ACCEPTANCE

- A. Prior to final acceptance, the Contractor shall submit to KCKCC two (2) copies of Maintenance Manuals and an electronic copy, which will include all necessary instructions for the proper care and preventative maintenance.

SECTION 5. CONTRACT TERMS

- 5.1 **Governing Law.** A standard contract document will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.
- 5.2 **Costs.** The costs agreed will be a fixed price and is not subject to increases unless mutually agreeable to both parties. The respondent shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- 5.3 **Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.

- 5.4 The submittal received from the successful respondent, along with the BID, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, BID, or any subsequent amendment. **No contract award shall exist until an agreement is approved by the College and executed by both parties.**
- 5.5 **Sales Tax Exemption.** The College is exempt from sales tax and should not be included in the quote.

GENERAL TERMS AND CONDITIONS

1. **Contract Documents.** This Bid Document and any completed forms required under the BID, and College’s Notice of Award letter shall form a binding agreement and shall be made a part of any Agreement (the Agreement) executed between College and the successful Contractor regarding the subject matter herein.
2. **Services.** The Contractor agrees to provide professional services to College outlined in the BID.
3. **Term.** The Agreement shall include the term through the project schedule and acceptance of the final product.
4. **Insurance.** While performing its services on college property if applicable, Contractor will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers’ Compensation	Statutory
Employers’ Liability	\$500,000
Comprehensive General Liability	\$1,000,000 per occurrence,
Automobile Liability	\$2,000,000 aggregate
Umbrella	\$1,000,000 per occurrence,
Professional Liability	\$2,000,000 aggregate
Errors & Omissions	\$2,000,000
	\$1,000,000 per claim
	\$1,000,000

College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of College as an additional insured shall not in any way nullify coverage for claims or actions College may have against the Contractor. The Consultant will provide to College certificates evidencing the required coverage prior to commencing services.

5. **Equal Employment Opportunity Clause.** The respondent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

6. **Executive Order 11246.** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders when requested.

7. **Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. **Subcontractors.** The contractor will include the nondiscrimination provisions of paragraph (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
9. **Secretary of Labor.** The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. **Debarred Contractors.** The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
11. **Procurement of Recovered Materials Clause.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. **Wages & Working Conditions.** Wages billed must be computed on a standard 40-hour work week in compliance with 40 USC 3702. Work in excess of 40 hours per week is permissible if the worker is paid no less than 1.5 their standard pay for hours over 40 in one week for nonexempt employees. Depending on the funding source, federal wage rates may be required from time to time. **Federal wage rates do not apply to this project.**
13. **Safe Working Environment.** No worker must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
14. **Job Site.** The Contractor is responsible for maintaining a safe work site, with temporary fencing and appropriate signage, if applicable.
15. **No Smoking Campus.** The Contractor agrees to abide by the smoke-free policy of the College for all employees and subcontractors while on site of the Project.

Form A Product Specifications

Product Requirement	Proposed Product Meets or Exceeds (yes/no and provide details)
Small footprint, on wheels, relatively light	
Pneumatics and hydraulics on the same trainer frame	
Double sided	
120 vac 20A power requirements with simple plug in	
Tools for maintenance (please list)	
Student curriculum including instructors guide, handbook, course materials covering all aspect of the subject matter listed herein	
Provide "train the trainer" for instructor (specify if this is in person or remote training)	
Expandable and adaptable curriculum from beginner to advance training	
Equipment and training to include both manual and electromechanical valves	
Source of spare parts and location	
Technical Support availability	

Additional Information to be Considered:

Form B Timing and Capacity

Timing/Capacity to Perform the Work. The capacity and capability of the respondent to perform the work in question/deliver the specified equipment in the specified timeframe, including specialized services, within the time limitations fixed for the completion of the project. Description of availability of replacement parts.

Desired Delivery Date: March 30, 2023

Anticipated Product Delivery Date:

Anticipated Train the Trainer Availability:
In person or remote training?

Availability of replacement parts?

FORM C Experience

Experience. The past record of performance of the proposed product or equipment in an environment in higher education and/or industry.

Provide at least three references of this product being used in a higher education or industry training environment, including points of contact for references.

Source	Contact Name/Number/Email

Form D Warranty

Include copy of warranty documents for the equipment.

Form E Pricing

Proposed Pricing Template			
		Pricing	Optional Pricing
Total:			n/a