| http://repository.smsd.org/?quid=RNXUTIOD9B**SHAWNEE MISSION UNIFIED SCHOOL****DISTRICT NO. 512**Return sealed envelope to:Shawnee Mission Unified SchoolsPurchasing Department8200 W 71st StreetShawnee Mission, Kansas 66204**ATTN: BECKY COLLINS****E-MAILED OR FAXED BIDS** **WILL NOT BE ACCEPTED.** | DATE: April 5, 2019 BID NO. **19-019**  BID TITLE: **FOOD SERVICE EQUIPMENT**Bids will be accepted until and then publicly opened on:Date: **APRIL 19, 2019**Day: **FRIDAY**Time: **10:00 a.m. CST****Terms, conditions and specifications under which bids are requested are included. Please review thoroughly.** |
| --- | --- |

You are invited to bid on **FOOD SERVICE EQUIPMENT** for the Shawnee Mission Unified Schools per the enclosed terms, conditions and specifications, F.O.B. Destination, Freight Prepaid and Add. **FREIGHT COSTS MUST BE INCLUDED IN THE BID PRICE(S).**

We are enclosing only one copy of the bid specifications. Please return two (2) completed paper bid form(s) and one (1) electronic copy on a flash drive.

Unit bid price shall govern whenever a discrepancy occurs in the extended bid price on the Bid Summary page. Bid will be awarded: \_\_\_\_\_All-or-None, **\_X\_\_** Item-by-Item, \_\_\_\_\_ Groups of Items, or \_\_\_\_ Groups & by-Item. Payment will be made **ON COMPLETION** of Purchase Order. DO NOT INCLUDE SALES TAX.

Any questions regarding the specifications and the bid procedures should be directed to Becky Collins @ email; beckycollins@smsd.org. **PHONE: (913) 993-6475.**

**THIS BID IS NOT TRANSFERABLE**

**NOTE:** Bid Number and Name of Bidder must appear on the front of sealed envelope. ***Faxed bids will not* *be accepted.*** Bids must be received in the Purchasing Office prior to bid opening. If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Office by the Administrative Mail Center. It is the responsibility of the bidder to ensure delivery of bids to the Purchasing Department. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

**Bid results will be posted on the smsd.org website within approximately 5 working days after the bid opening. Go to About; Departments; Purchasing/Bidding; Bids and Bid Summaries.** Additionally, you may review the bid results in the Purchasing Office during the hours of 8:00 AM to 4:30 PM.

**NOTICE OF “NO RESPONSE FORM”**

 **BID NO. 19-019**

**VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED NOTICE OF “NO RESPONSE” FORM WILL REMAIN ON OUR MAILING LIST, IF REQUESTED.**

**VENDORS MAKING NO RESPONSE AT ALL WILL BE REMOVED FROM OUR MAILING LIST.**

**Dear Vendor:**

Please check () the appropriate box below, complete the remainder of this form and return it **NO LATER THAN** the scheduled Bid/Proposal/or Quote Date and Time.

***Our company cannot provide the products, supplies and/or services*** listed in this bid, proposal or

 quote. Please **MOVE** our name and address to the following category(ies) so that we may bid at a later date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***We have chosen NOT to submit a response at this time***, but would like to remain on your bid list

 for this product category. We did not submit a response because:

Reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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***Please REMOVE our name*** from all SMSD bid lists until further notice.

 Reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**COMPANY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REPRESENTATIVE (please print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_**

**PLEASE RETURN THIS FORM ONLY TO:**

**Shawnee Mission Unified School District #512**

**Purchasing Department**

***Notice of “NO RESPONSE”***

**8200 W. 71st Street**

**Shawnee Mission, KS 66204**

**OR**

**Fax to: 913/993-6225**

STANDARD TERMS AND CONDITIONS

Terms and conditions are requirements that are binding upon the successful bidder(s) and communicate Shawnee Mission School District’s expectations of performance.

1. Shawnee Mission School District reserves the right to accept or reject all or any part of any bid, to waive any irregularities and to award items to best serve the interest of the District. This solicitation implies no obligation on the part of the buyer, nor does the buyer’s silence imply an acceptance or rejection of any offer.
2. Each bid must be completed on SMSD bid forms.
3. **FREIGHT COSTS MUST BE INCLUDED IN THE BID PRICE(S).**
4. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid. (If the bid specifies no substitutes, alternates will not be considered.)
5. Cash discounts and delivery will be considered in awarding a contract.
6. Deliveries shall be F.O.B. SMSD, stated location, freight prepaid. Title does not transfer to SMSD until received at same.
7. Prices quoted shall remain firm for 90 days or until bidder’s offer is accepted, whichever is first, by SMSD. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a SMSD purchase order or other formal written contract. Prices beyond acceptance of bidder’s offer shall be conditional on any additional terms, conditions and/or specifications as set forth herein.
8. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material on the bid.
9. The Seller represents that the price or prices specified do not exceed the Seller’s current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
10. Any catalog, brand name or manufacturer’s reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. SMSD reserves the right to make final decisions as to comparable items. Be very certain that items upon which you bid and deliver are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier transportation charges collect.
11. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education and/or U.S.D. #512 administration reserves the right to decide upon its suitability for the intended use and if it is of equal quality. Upon request, samples of substitute articles must be submitted. All substitutions after award of the bid must be approved by U.S.D. #512 prior to shipping.
12. SMSD reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.
13. Envelopes containing bids must be sealed and marked on the lower left-hand corner with firm name and address of the bidder, bid control number, bid opening date, and bid opening time.
14. No attempt will be made to provide special internal mail service for such documents.
15. Bids not at the appointed place at time of bid opening will be rejected.
16. Faxed Bid/Proposals will not be accepted as sealed bids.
17. Date of receipt will be considered the effective date all goods and invoices are received.
18. Deliveries under the terms of this bid will be in accordance with the dates indicated, therein, except where no date is indicated, the Seller will enter the earliest assured date. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the seller’s best offer. In its acceptance of any offer, the District is relying on the promised delivery date and/or installation of material and unless otherwise indicated. In the event of Seller’s failure to deliver as and when promised, the School District reserves the right to cancel its accepting order, or any part thereof, and Seller agrees that the School District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such a failure to deliver as promised. All goods are subject to inspection and return at the vendor’s expense if found to be inferior to those specified or promised.
19. The District shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.
20. Vendors who do not bid, but wish to remain on our bid list, should notify the Shawnee Mission USD #512 Purchasing Department in writing using the enclosed “Notice of No Response” form. Failure to do so may result in removal from this list
21. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
22. In the event that this purchase requires performance of services by Seller’s employees, or persons under contract to Seller, to be done on Purchaser’s property, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser.
23. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate SMSD purchase order number on the outside.
24. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render the resulting contract void at the option of the District. Seller warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the bid.
25. The Seller shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or use, in the performance of the contract, including its use by the Board of Education.
26. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time within thirty days after delivery. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
27. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
28. Rejected items will be held at the Seller’s risk and expense. No replacement of defective items shall be made by Seller unless agreed to by a Board of Education representative in writing.
29. Payment of the Seller’s invoices is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.
30. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
31. When a bid bond is required, bid bonds shall be written by a surety or bonding company licensed to operate in the State of Kansas and approved by the District. All bid bonds must be made payable to Shawnee Mission Public Schools - NOT THE STATE OF KANSAS. Cashier checks and certified checks should be made payable to Shawnee Mission U.S.D. #512.
32. Each contractor shall be responsible for providing his/her own worker’s compensation and liability insurance coverage and for assuring that any sub-contractor performing services as part of this contract, under their auspices, shall be covered under their own worker’s compensation and liability insurance coverage, or that of the contractor.
33. If bid is accepted, U.S.D. #512 must be supplied with Seller’s employer identification number or social security number, per IRS regulations.
34. Samples, when requested, shall be furnished within 7 calendar days of the request at no expense to the District. If not destroyed during examination, samples will be returned at vendor’s expense.
35. The laws of the State of Kansas shall govern any contract resulting from this bid.
36. Unless otherwise specified herein, payment shall be made within 30 days after SMSD’s receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by the district.

 34. Contractor and Vendor Code of Conduct:

Shawnee Mission School District requests that all contractor and vendor employees

conduct themselves in an acceptable manner while performing work on school district

property. The following items are prohibited on school district properties:

1. Physical or verbal contact with students or non-designated staff.
2. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
3. Drugs and/or alcohol consumed or present on district properties.
4. Firearms and hunting items.
5. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

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| **SHAWNEE MISSION PUBLIC SCHOOLS** |
|  **ACCOUNTS PAYABLE SCHEDULE** |
|  |  |  |  |
| **School** |  | **Payments** |  |
| **Cut Off** |   | **Released** |  |
|  |  |  |  |
| 4/12/2019 |  | 4/23/2019 |  |
|  |  |  |  |
| 5/19/2019 |  | 5/30/2019 |  |
|  |  |  |  |
| 6/14/2019 |  | 6/25/2019 |  |

**SPECIAL CONDITIONS**

* **Approved or equal:** If you submit a bid using an “equal” you must include all manufacturer documentation
* **Delivery:**
* The expected delivery is by June 1, 2019. Please state your earliest delivery date for each item on the following “Bid Summary”.
* Coordination for delivery should be made by contacting Tyler Clubb, Director of Operations & Maintenance Department at 913-993-8507 or Diana Griffin at 913-993-8524. At least a 2 day notice is required prior to delivery.
* The vendor will deliver the equipment to the designated school. The equipment will be delivered and uncrated in the receiving room of the designated school.
* **No installation is required.**
* District personnel will set the equipment in place and do final connections.

* **Viewing:** Contact Nancy Coughenour, Director of Food Service at 913-993-9723 to view the site.
* **Payments:** An itemized delivery ticket must be signed by District staff and be included with the statement. These are to be sent to the ACCOUNTS PAYABLE OFFICE, 7100 W. 83rd Street, Overland Park, Kansas 66204.
* **Service Manuals:** Must be provided for each piece of equipment before final payment is made.
* **Authorized Service Agency:** Please indicate the authorized service agency to complete warranty work on the equipment.
* Quote no item that you cannot ship as specified. All items are to be as specified.

 **Shawnee Mission School District**

**Food Service Equipment**

**Bid Summary**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NO.** | **ITEM** | **QUANTITY** | **School Location** | **TOTAL COST** |
| 1. | **Hot Water Dispenser**Atmospheric hot water dispenser, countertop design, 12-gallon capacity, automatic fill, push button portion control for 2, 3, or 4 quarter and manual dispensing button, low water cut-off, high temperature limit, electronic temperature control with digital display, stainless steel tank & base, 5000 watt heating element, removable shelf and 4” legs, 208 V.Include AWD-FILTER water filtration cartridge and 3’ rubber drain hose with 10’ ¼” inlet tubing.**Approved or equal**:Hatco #AWD – 12 : | 1 each | Broken ArrowElementary 5901 Alden, Shawnee, KS 66216 | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Brand\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ModelDelivery Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Authorized****Service Agency:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| 2. | **Scrap Collector**Food waste collector system with recirculating water. Includes stainless steel construction, adjustable legs and control panel on the left. The scrap basket is high impact polymer. Power, 460volt, 3 phase.**Approved or equal**:Salvajor P914 | 1 each | Broken ArrowElementary 5901 Alden, Shawnee, KS 66216 | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Brand\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ModelDelivery Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Authorized****Service Agency:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Company

Address

City State ZIP

Phone Fax

Email Address Website Address Tax ID #

AUTHORIZED SIGNATURE

PLEASE PRINT NAME Date

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions**

**U. S. DEPARTMENT OF AGRICULTURE**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

(1) The prospective lower tier participant certifies, by submission of this proposal,

that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor

Name and Title of Authorized Representative

Contractor Signature Date

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,** continued

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

