



<p><u>REQUEST FOR PROPOSAL</u> <u>SHAWNEE MISSION UNIFIED SCHOOL</u> <u>DISTRICT NO. 512</u></p> <p>Return in sealed envelope to:</p> <p>Shawnee Mission Unified Schools Purchasing Department</p> <p>ATTN: BECKY COLLINS</p> <p>8200 W. 71st Street Shawnee Mission, Kansas 66204 (913) 993-6475</p> <p>FAXED OR EMAILED RFP REPONSES WILL NOT BE ACCEPTED</p>	<p>Date: January 18, 2018 Proposal No. 18-003</p> <p>FOR: Opening Day Library Collection and Services Lenexa Hills Elementary Proposals will be accepted until:</p> <p>DATE: FEBRUARY 8, 2018</p> <p>DAY: THURSDAY</p> <p>TIME: 2:00 p.m.</p> <p>Proposals will <u>NOT</u> be publicly opened at the above due time and date. Content of proposals will be available for review after contract award.</p>
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Any questions regarding proposal procedures should be directed to: Becky Collins via Email:
beckycollins@smsd.org.

Please complete and return the attached Proposal Response Page with your response. An authorized company representative should sign the “Response” page. Completion of this form is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

One (1) original and one (1) copy, for a total of two (2) complete sets, of the proposal, as well as a set of two (2) flash drives with electronic copies must be submitted on or before 2:00p.m. CST, February 8, 2018. **INCLUDE THE PROPOSAL NUMBER ON THE PROPOSAL AND SUBMITTAL ENVELOPES.**

PROPOSAL RESPONSES MUST BE RECEIVED IN SEALED ENVELOPES.

PROPOSAL RESPONSES MAY NOT BE FAXED OR EMAILED.

NOTICE OF "NO RESPONSE FORM"

RFP NO. 18-003

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 _____

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): _____

Please REMOVE our name from all SMSD bid lists until further notice.
Reason(s): _____

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**

**SHAWNEE MISSION PUBLIC SCHOOLS
ACCOUNTS PAYABLE SCHEDULE**

School Cut Off	Payments Released
7/13/2017	7/25/2017
8/4/2017	8/15/2017
9/15/2017	9/26/2017
10/13/2017	10/24/2017
11/17/2017	11/28/2017
12/8/2017	12/19/2017
12/20/2017	1/9/2018
1/12/2018	1/23/2018
2/16/2018	2/27/2018
3/9/2018	3/27/2018
4/13/2018	4/24/2018
5/11/2018	5/22/2018
6/15/2018	6/26/2018

TERMS AND CONDITIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

TERMS AND CONDITIONS APPLY TO ALL REQUESTS FOR PROPOSALS, HOWEVER, THESE MAY BE SUPERSEDED, WHOLE OR IN PART, BY THE SPECIAL REQUIREMENTS, INSTRUCTIONS, OR OTHER INFORMATION CONTAINED HEREIN. BE SURE YOUR PROPOSAL PACKAGE IS COMPLETE.

Proposal Completion:

Please fill out and return to Purchasing, one (1) original and one (1) copy plus electronic copies on two (2) flash drives, of your completed proposal including pricing pages. An authorized company representative should sign the Proposal Response page. Completion of this form is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

Offer:

Offers remain firm for 90 days or until bidder's offer is accepted by SMSD, whichever is first. 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.

Addenda:

If specifications or terms are revised, the SMSD will issue an addendum addressing the nature of the change. Offerors must sign it and include it in the returned proposal package.

Hold Harmless Agreement:

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 Shawnee Mission School District.

Silence of Specifications:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

Supplemental Materials

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

Evaluation:

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the District. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Purchasing Supervisor and other appropriate departments, with recommendation to SMSD School Board. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. Pricing is **NOT** the only criteria for making a recommendation. A preliminary evaluation by SMSD will be held and appropriate proposals may be subjected to the negotiating process. Upon completion of the negotiations, SMSD will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

Inspections:

SMSD reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, SMSD can reject the offer as inadequate.

Award:

SMSD reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Kansas, to waive any formality or irregularity and to reject any or all proposals.

Assignment:

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of SMSD

Purchase Order and Delivery:

The successful offeror shall not deliver products or provide services without a SMSD Purchase Order, signed by an authorized agent of SMSD. Every tender or delivery of goods and/or services must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach that must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by SMSD without prejudice to other remedies provided by law. Where delivery times are critical, SMSD reserves the right to award accordingly.

Termination:

SMSD reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which SMSD may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to SMSD's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

Scanned or Re-Typed Response:

If in its response, offeror either electronically scans, re-types, or in some way reproduces the district's published proposal package, then in the event of any conflict between the terms and provisions of the district's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the district's proposal package as published shall control. Furthermore, if an alteration of any kind to the district's published proposal package is only discovered after the contract is executed and is or not being performed, the contract is subject to immediate cancellation.

SPECIAL REQUIREMENTS/INSTRUCTIONS:

WHERE THESE SPECIFIC REQUIREMENTS DIFFER FROM THE PRECEDING TERMS AND CONDITIONS, THESE SPECIFIC REQUIREMENTS WILL CONTROL.

Vendor Instructions:

On the first page of your proposal, after the cover sheet, indicate the name of the company submitting the proposal, give the complete mailing and physical address, include the name of names of the primary contact person or persons for proposal clarifications, together with their mailing address, job title, phone and fax numbers. Also, give the name of person or persons authorized to legally bind your company with an offer or negotiate contract terms including price. Provide their mailing address, job title, phone numbers, and fax numbers. This information is important and may need to be updated during the course of the proposal process.

The proposal may be incorporated into a contract that results from this RFP; vendors are cautioned not to make claims or statements that they are not prepared to commit to contractually. Failure by the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet proposed claims.

The vendor is expected to examine all documents, specifications, and instructions. Failure to do so will be at vendor's risk.

Supplemental agreements, which the vendor must have executed, must be submitted signed with the original proposal. These agreements cannot change the requirements of the request for proposal document and are subject to review and amendment by the district's legal advisor.

SMSD will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. SMSD makes no guarantee that any equipment, software or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all proposals. All proposals and their accompanying documents will become the property of SMSD.

After an award is made, proposals are subject to review under the "Open Records Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data.

SMSD may initiate discussions with vendors, if deemed necessary. SMSD will begin negotiations with the lowest and most responsive offer.

Vendors may not initiate discussions. If negotiations are required, SMSD expects to conduct negotiating sessions only with vendor personnel who can contractually obligate the vendor with an offer.

If SMSD and the vendor are unable to agree to contract terms and/or cost details, SMSD reserves the right to terminate contract negotiations with that vendor and initiate contract negotiations with the next lowest and most responsive offer.

PROPOSALS ARE SUBJECT TO THE ATTACHED TERMS AND CONDITIONS AS WRITTEN BELOW.

BACKGROUND INFORMATION

Approximately 10 miles southwest of downtown Kansas City, Missouri, Shawnee Mission, Kansas is the second largest of 21 communities in prosperous Johnson County, Kansas and is the fourth largest city in the state of Kansas. SMSD is a public education system serving: Fairway, Lake Quivira, Leawood, Lenexa, Merriam, Mission, Mission Hills, Mission Woods, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood and Westwood Hills. SMSD is an award-winning school district known for its standard of excellence, high achievement, high graduation and attendance rates and recognition by both Standards & Poors and Forbes for its efficiencies and financial management.

- A. SMSD currently has thirty-four elementary schools, five middle schools, five high schools, one alternative education program facility, one early childhood center, multiple athletic complexes and support buildings.
- B. SMSD has 27,521 students as of the 2016-2017 school year and 4,355 employees. SMSD is the third largest district in the state of Kansas. Ever since 13 individual school districts unified in 1969 to become the Shawnee Mission Unified School District No. 512, the district has consistently ranked among the finest school districts in the nation earning praise locally, regionally, and nationally for its commitment to

providing excellent educational programs and services for students. Vendors are encouraged to review PDF documents overviewing the district at www.smsd.org under About SMSD.

SUBMISSION FORMAT

The proposal must, at minimum, address all mandatory and desired services, equipment, material, etc. Responses will fully describe how the services will be performed and any other information helpful in the decision-making process. Responses will include a pricing page/schedule.

PROPOSAL CONTENTS

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the firm. Each proposal shall include as a format but not limited to the following:

- Executive Summary
- Table of Contents
- Identification of the Proposer
- Three (3) or more References
- Staffing Resources
- Fiscal Stability
- Insurance/Legal (proof of general liability insurance and financial institutions current line of credit statement)
- Experience and Technical Competence
- Proposed Software System
- Proposed Method to Accomplish Work to Implementation Plan
- Recommended Training Plan
- On-going Support and Maintenance
- Cost

GENERAL

The Shawnee Mission School District intends to purchase library books, digital resources, online database subscriptions, and other periodicals as part of the Opening Day Collection at Lenexa Hills Elementary School. Lenexa Hills is the newest elementary in the Shawnee Mission District and is scheduled to open in August 2018. The library resource collection will consist of a custom selected list of titles that is curriculum-driven and meet the needs of 500 students and staff. We reserve the right to purchase materials that best fit our needs from multiple vendors.

It is the intent of this request for bids to obtain highly-competitive pricing for the materials and conditions described in the specifications below. It is the intent of the District to get the maximum amount of materials with a budget not to exceed \$125,000.00. The district expects to do business with highly reputable vendors with a proven performance and customer service record as an educational print and digital content provider.

The District's Procurement 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 cycles of products.

BIDDER ACKNOWLEDGMENTS

In order for the District to determine which bidder/s can best meet its needs, the following information must be included or acknowledged as part of your bid process. Please respond accordingly with information about your company.

1. DELIVERY – All orders delivered to vendor by March 31, 2018 must be received by July 1, 2018. Backorders are acceptable for pre-pub selections. All backorders shall be fulfilled as soon as those titles become available.

Acknowledge _____ (Initial)

2. SHIPPING AND HANDLING CHARGES – Include in the total cost of proposal.

Acknowledge _____ (Initial)

3. PACKAGING – Indicate if your company has the capability to package in the following methods.

- a. Availability by Dewey order _____ (Yes or No)
- b. Availability of Genre order for fiction books _____ (Yes or No)
- c. Numbered and palletized boxes _____ (Yes or No)
- d. Boxes delivered in Dewey order _____ (Yes or No)
- e. Boxes delivered in Genre order _____ (Yes or No)
- f. Other _____

4. SHELF-READY PROCESSING: Should include:
- Mylar covered book jackets (or other laminate covering)
 - KAPCO (4 mil) or similar covering for paperback print materials
 - Spine label
 - Barcode
 - Property stamping at vendor location

Acknowledge _____ (Initial)

5. SHELF-READY DELIVERY AND SHELVING: Indicate if your company has the ability to deliver materials in shelf-ready order and will shelve the books at the new Lenexa Hills Elementary site.

Acknowledge _____ (Initial)

6. BIBLIOGRAPHIC DATA

- Multiple formats available? _____ (Yes or No)
 - Availability of the following information within the MARC record: purchase date, review sources, genre tagging (Fiction), full annotation, complete subject heading and added entries, pricing _____ (Yes or No)
7. BINDING PROCESS – All bindings shall conform to the standards approved by the American Library Association and the Library Binding Institute for library, trade, and school/library bindings (Z39.78-2000 standards). The successful vendor(s) shall furnish books either in the publisher's library binding equal to 239.78-2000 standards or particular binding or edition specified on the purchase order.

Acknowledge _____ (Initial)

8. ONLINE ORDERING SERVICE – Does your company provide an intuitive and fully functional online site for ordering? _____ (Yes or No)

BID SUBMISSIONS CONDITIONS AND REQUIREMENTS:

- Vendor will furnish 2 customized printouts of the submitted collection of proposed titles. The listings will be in Dewey/shelf order for non-fiction and reference materials, and in Genre order for fiction. Biography listings must be in order by biographee. If a book is part of a series, the series title must be included. The proposed list may include books with paperback bindings when that is the only format in print. Information on discount, interest level, reading level, publisher, review sources, and ISBN must be included with each entry of the printout.
- Vendor will submit a sample MARC record for one fiction and one non-fiction title of the vendor's choosing.

3. Vendor will submit with the bid a sample processed book for every binding type available from the vendor. Sample will include barcode and spine label per Vendor's standard specifications. Vendor will explain benefits of binding according to grade levels Pre-K through 2nd grade and 3rd grade through 6th grade.
4. Summary information must be provided for the listing of fiction and non-fiction titles. The summary information must include the number of titles listed in each binding type, the total price of each collection and the total number of books provided in each listing.
5. Vendor will send these samples with their bid response to Becky Collins, Purchasing Department, at 8200 West 71st Street, Shawnee Mission, KS 66204 no later than February 8, 2018, 2:00p.m.

PROPOSAL RESPONSE:

Company

Address

City

State

ZIP

Phone

Fax

Email Address

Website Address

Tax ID #

AUTHORIZED SIGNATURE

PLEASE PRINT NAME

Date

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

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.