



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope to:

Shawnee Mission Unified Schools

Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

ATTN: BARB PUCKETT

**E-MAILED OR FAXED BIDS
WILL NOT BE ACCEPTED.**

DATE: September 27, 2021 BID NO. 21-031

BID TITLE: **INSIDE SHAWNEE MISSION PUBLIC
SCHOOLS PUBLICATIONS**

Bids will be accepted until and then publicly opened on:

Date: **OCTOBER 7, 2021**

Day: **THURSDAY**

Time: **10:00 A.M.**

**Terms, conditions and specifications under which bids
are requested are included. Please review thoroughly.**

You are invited to bid on **INSIDE SHAWNEE MISSION PUBLIC SCHOOLS PUBLICATIONS** for the Shawnee Mission Unified Schools per the enclosed terms, conditions and specifications, F.O.B. Destination, Freight Prepaid and Add. **PLEASE INCLUDE FREIGHT IN YOUR BID PRICE.**

We are enclosing only one copy of the bid specifications. Please return (1) completed bid form(s).

Unit bid price shall govern whenever a discrepancy occurs in the extended bid price on the Bid Summary page. Bid will be awarded: X All-or-None, 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 Barb Puckett @ email BarbPuckett@smsd.org; **PHONE: (913) 993-6455.**

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 Public Information; 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. 21-031

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

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.
 - A. No attempt will be made to provide special internal mail service for such documents.
 - B. Bids not at the appointed place at time of bid opening will be rejected.
 - C. Faxed Bid/Proposals will not be accepted as sealed bids.
14. Date of receipt will be considered the effective date all goods and invoices are received.
15. 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.
16. 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.
17. 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
18. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
19. 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.
20. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate SMSD purchase order number on the outside.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
27. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
28. 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.
29. 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.
30. If bid is accepted, U.S.D. #512 must be supplied with Seller's employer identification number or social security number, per IRS regulations.
31. 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.
32. The laws of the State of Kansas shall govern any contract resulting from this bid.
33. 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:

- A. Physical or verbal contact with students or non-designated staff.
- B. 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.
- C. Drugs and/or alcohol consumed or present on district properties.

- D. Firearms and hunting items.
- E. 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.

**SHAWNEE MISSION PUBLIC SCHOOLS
ACCOUNTS PAYABLE SCHEDULE**

School Cut Off	Payments Released
10/15/2021	10/26/2021
11/5/2021	11/16/2021
12/3/2021	12/14/2021
1/1/2022	1/11/2022
1/14/2022	1/25/2022
2/18/2022	3/1/2022
3/4/2022	3/22/2022
4/15/2022	4/26/2022
5/13/2022	5/24/2022
6/16/2022	6/28/2022

AGREEMENT FOR VENDOR PRINTING SERVICES

1. Parties to Agreement

This Agreement for Printing Services ("Agreement") is entered into as of the date indicated below by and between vendor, and **Unified School District No. 512**, Johnson County, State of Kansas (hereinafter referred to as the "SMSD").

2. Services

Vendor agrees to provide all services for printing and mailing three (3) issues of ***Inside Shawnee Mission Public Schools*** as specified (collectively, the "Publications").

Vendor will print and mail the three (3) issues, respectively, of ***Inside Shawnee Mission Public Schools*** for the 2021-2022 school year at the following times: Fall 2021 (arrive in mailboxes by no later than November 20, 2021); Spring 2021 (arrive in mailboxes by no later than March 7, 2022); and Summer 2022 (arrive in mailboxes by no later than July 25, 2022).

3. Specification for each issue of ***Inside Shawnee Mission Public Schools***:

(a) Finished size:

- (i) 16-page "magazine" style publication (up to maximum of 20 pages).
- (ii) 8.375" X 10.875" trim size"; image area 7.875" x 10.375" with allowance for full bleed throughout the publication (see sample from SMSD purchasing office).
- (iii) Mailing compliant with not-for-profit postal rate, drop shipping method

(b) Quantity: 105,000 copies per printing. This count includes approximately 500 extra copies (to be delivered by vendor to SMSD communications office). After the official mail count has been determined, vendor will deliver all extra copies to the SMSD administrative building at 8200 W. 71st St., Shawnee Mission, KS, 66204, Attn: Communications Department.(c) Stock: Cover: 80lb. #3 Web Gloss text weight
Text (inside): 60lb. #3 Web Gloss text weight
Flood gloss UV coat one side of covers.(d) All artwork will be provided to vendor via electronic PDFs.

(e) SMSD requires an electronic proof of each issue prior to printing. Proof shall be provided to the Shawnee Mission School District Communications Department at vendor's expense.

(f) Vendor shall be responsible for all associated mailing-processing costs including bundling and sorting of mail pieces to the individual carrier routes for the following zip codes:

66202	66203	66204	66205	66206	66207
66208	66212	66214	66215	66216	66217
66219					

4. Terms and Conditions.

- (a) Because SMSD uses a non-profit permit, vendor shall be responsible for taking the publication to the Civic Center Post Office, 550 Nebraska Ave., Kansas City, KS 66101 in order for the mailing to be verified and where the 8125 form will be completed. Vendor shall then deliver the mailing along with the completed form 8125 to all necessary area postal centers serving zip code areas outlined above.
- (b) After vendor has provided SMSD with a postage estimate, SMSD will pre-pay to the post office a portion of such estimated postage (based on weight of 16-pages at the not-for-profit bulk rate) for delivery of the publications to homes. Vendor will contact SMSD to relay the postage rate increase for a 20-page issue (if issue arises).
- (c) Governing Law: This agreement shall be governed by the laws of the State of Kansas. If any provision or provisions of this agreement are found to be void or unenforceable, the remaining provisions of this agreement shall remain binding and in full force and effect.
- (d) This Agreement prohibits vendor from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, agent, broker, company, insurer or corporation without the previous written approval of SMSD.
- (e) Term of Agreement: The term of this agreement shall be for a period of twelve (12) months commencing on the effective date of this agreement. SMSD retains the right to renew this agreement annually if services are satisfactory and both parties agree.
- (f) Termination of Agreement: Notwithstanding the foregoing, SMSD shall have the right to terminate this agreement at any time immediately upon default of vendor or otherwise upon thirty (30) days prior written notice. In the event SMSD chooses to terminate this agreement, SMSD shall have no further obligations to vendor hereunder.
- (g) Indemnification: Vendor agrees to hold SMSD's Board of Education and SMSD's officials, agencies, and employees harmless from any and all claims, costs or damages, of whatever kind or nature which might be incurred or sustained or which may arise out of or result from the performance of duties and services under this agreement, and shall hereby expressly agree to indemnify the Board, its officials, agencies or employees for any and all costs, claims, loss or damages incurred or sustained by them or which arise out of or result from any acts omissions, errors, representations or misrepresentations, negligence, or

malfeasance in the performance of any services or additional services under this agreement.

- (h) Relationship of Parties: The work shall be performed by vendor as an independent contractor and not as an agent or employee of SMSD.

This Agreement encompasses all written and oral agreements of the parties and is entered into this ____ day of _____. 2021.

**UNIFIED SCHOOL DISTRICT NO. 512,
JOHNSON COUNTY, KANSAS**

TBD

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Please submit sealed bid to the office of:

Barb Puckett
SMSD - Purchasing Dept.
8200 W. 71st St.
Shawnee Mission, KS 66204

DEADLINE: October 7, 2021 – 10:00 a.m. Please have Bid Number 21-031 clearly labeled on outside of sealed envelope.

SMSD reserves the right to renew this bid annually for an additional five (5) years under the following conditions:

- 1) Price does not increase beyond the Consumers Price Index (CPI) as recorded in the month of May prior to the year of renewal
- 2) Service is satisfactory
- 3) Both parties agree

PRICE PER ISSUE (16 pages)	\$ _____
QUANTITY	x 105,000 copies
TOTAL PRICE (16 pages)	\$ _____
<hr/>	
COMPANY NAME	
<hr/>	
ADDRESS	
<hr/>	
CITY	STATE
	ZIP
<hr/>	
PHONE	FAX
<hr/>	
EMAIL ADDRESS	WEBSITE
<hr/>	
AUTHORIZED SIGNATURE	
<hr/>	
PLEASE PRINT NAME	DATE
<hr/>	

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.