



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope to:

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

ATTN: Reed Beebe

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

DATE: January 24, 2022 BID NO. 22-006

BID TITLE: **Vehicles - Trucks**

Bids will be accepted until and then publicly opened on:

Date: **February 18, 2022**

Day: **Friday**

Time: **11:00 a.m. CST**

Location: **Room 2041**

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

General Instructions:

The Shawnee Mission School District (“the District”) invites qualified vendors to submit bids for **Vehicles - Trucks** per the following terms, conditions, and specifications.

Unit bid price shall govern whenever a discrepancy occurs in the extended bid price on the Bid Response Form.

Please note that prices quoted are to be free of all federal, state, and local taxes unless otherwise imposed by a governmental body and applicable to material on the bid. A copy of the District’s State of Kansas sales and use tax exemption certificate can be provided to the selected Bidder(s).

Official Contact:

Any questions regarding this Invitation to Bid (“ITB”) should be directed to Reed Beebe via email at purchasing@smsd.org:

Reed Beebe
Shawnee Mission School District
8200 W. 71st Street
Shawnee Mission, KS 66204
913-993-6475
purchasing@smsd.org

All questions concerning this ITB must be received no later than **Tuesday, February 8, 2022 by 4:00 p.m. CST**. The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Thursday, February 10, 2022 by 4:00 p.m. CST**.

Addenda/Cancellation:

The District may modify or cancel this ITB at any time prior to the ITB due date by issuance of an Addendum or Cancellation. Such Addenda and/or Cancellations will be posted on the District's website, currently: smsd.org (Go to **About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page.**

Clarification of Bids:

The District reserves the right to obtain clarification of any point in a bid response or to obtain additional information necessary to properly evaluate a particular bid response. Failure of a Bidder to respond to such a request for additional information or clarification could result in rejection of a bid.

Method of Selection:

Award will be made to the lowest responsible Bidder(s). The District reserves the right to reject any and all bids, to make no award, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all bids, the decision to make no award, or the decision to make a partial or multiple vendor award shall be at the sole discretion of the District.

Confidentiality of Information:

Any proprietary information furnished by a Bidder to the District that is designated confidential shall be treated as confidential to the District as allowable by law.

Bid Response Instructions:

Please submit two (2) print copies of your bid response, following the process outlined below. **The bid response must be submitted on or before 11:00 a.m. CST, February 18, 2022.** Send proposals to the following address:

Shawnee Mission School District
Reed Beebe, Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

Please note that vendors may request a copy of this ITB in Word format by emailing purchasing@smsd.org.

Bid responses will only be accepted in hardcopy format and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in sealed envelope or box. Electronic delivery (i.e. email) will not be accepted. Received bids are currently scheduled to be publicly opened in **Room 2041 at 11:00 a.m. CST.**

Envelopes containing bids should be sealed **and marked on the lower left-hand corner** on the front of the sealed envelope with the **firm name and address of the bidder**, bid

control number (“**22-006**”), bid opening date (currently, **February 18, 2022**), and bid opening time (currently, **11:00 a.m. CST**).

- 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.

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 Department 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.

It is anticipated that bid results will be posted on the smsd.org website within approximately 5 working days after the bid opening. Go to [About](#); [Department Teams](#); [Purchasing & Bidding](#); [Bids & Bid Summaries View Page](#). Additionally, you may review the bid results in the Purchasing Department during the hours of 8:00 AM to 4:30 PM.

SPECIFICATIONS

Scope of Bid:

The District would like to purchase seven (7) vehicles (trucks) to supplement and/or replace current vehicles for use by the District’s operations staff. An outline of vehicles is provided in **Attachment A**. Although Attachment A lists brands and models that have been tested and approved by District staff, vendors are welcome to propose pricing for equivalent brands, models, and specifications, with the understanding that these alternatives may require testing and review by the District to evaluate product equivalency; such equivalency determination will be at the sole discretion of the District.

Bid Response Form:

An individual having full authority to submit a bid and execute any resulting contract for products or services (“authorized representative”) must complete and submit the attached Bid Response Form (**Attachment B**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the bid response form.

Terms and Conditions:

The District’s desired terms and conditions, including the District’s standard contractual provisions, are listed in **Attachment C**.

ATTACHMENT A

DESIRED EQUIPMENT AND REQUIREMENTS

The District currently seeks the purchase of seven (7) vehicles (trucks) to supplement and/or replace current vehicles for use by the District's operations staff.

The desired vehicles include:

- A delivery truck for the District's supply center (this vehicle would be new to the District's vehicle fleet);
- A replacement for a current District vehicle, a utility pickup truck; the District's designation number for this vehicle is "M-3";
- A replacement for a current District vehicle; the District's designation number for this vehicle is "M-11";
- A replacement for a current District vehicle; the District's designation number for this vehicle is "M-32";
- A replacement for a current District vehicle; the District's designation number for this vehicle is "M-33";
- Two replacements for a current District vehicle (that is, the District seeks to replace a large dump truck vehicle with two smaller dump truck vehicles); the District's designation number for this vehicle is "M-80".

The District also desires that select vehicle equipment features be installed by the District's preferred installation firm, **Knapheide Truck Equipment Center ("Knapheide")** (this vendor has experience installing vehicle equipment to the District's specifications). **The District desires that any submitted quotes reflect Knapheide's installation service costs.** The District currently uses the Knapheide service location at 9001 NE Parvin Rd, Kansas City, MO 64161.

For vehicle replacement, the District would be open to receiving a trade-in value that would be credited to the cost of the replacement vehicle. If a trade-in value is offered, this trade-in amount should be clearly identified in a vendor's bid response.

Details for these respective vehicles is listed below.

Trade-in Information: For trade-in assessment, interested vendors are welcome to schedule a site visit to view the current District vehicles referenced in this ITB. Generally, the vehicles will be available for viewing Monday – Friday, from 9 a.m. to 3 p.m. CST, at the following address: **6445 Carter Avenue, Merriam, KS 66203.** Interested vendors may email Brett Bendure at brettbendure@smsd.org to schedule a site visit.

Please note that the brands and models listed below have been tested and approved by District staff. Bidders are welcome to propose pricing for equivalent brands, models, and specifications, with the understanding that these alternatives may require testing and

review by the District to evaluate product equivalency; such equivalency determination will be at the sole discretion of the District.

Delivery Truck for the District Supply Center

DELIVERY TRUCK: CLASS 6 VEHICLE, DAY CAB WITH 26,000 MAXIMUM GVWR. DIESEL ENGINE CUMMINS ISB6.7 – 250 H.P. MINIMUM, 650 LB. FT. TORQUE MINIMUM. FUEL AND WATER SEPARATOR FILTER. ALLISON AUTOMATIC 3000 to 4000 SERIES 6-SP.

- 50 GALLON DIESEL FUEL TANK FRAME MOUNTED UNDER CAB
- TILT FRONT HOOD WITH BUG SCREEN BEHIND GRILL
- FRONT MOUNTED MUDFLAPS
- LH & RH MOUNTED GRAB HANDLES
- AMBER CLEARANCE MARKER LIGHTS
- WEST COAST STYLE MIRRORS BRIGHT FINISHED, HEATED, LH & RH ELECTRONICLY ADJUSTED
- 8" CONVEX BRIGHT FINISH MIRRORS, MOUNTED UNDER PRIMARY MIRRORS
- 8,000 LB FRONT AXLE (Minimum)
- 17,500 REAR AXLE (Minimum)
- CAB TO AXLE 132"
- WHEELBASE 187" TO 198"
- GVWR NOT TO EXCEED 26,000 LBS
- ELETRONIC INTEGRAL ENGINE SHUTDOWN PROTECTION SYSTEM
- RH REAR OF CAB HORIZONTAL EXHOAUST
- AUTOMATIC OVER THE ROAD REGENERATION & DASH MOUNTED REGENERATION SWITCH
- SPIN ON FUEL FILTERS
- HEAVY DUTY COOLING
- AIR CONDITIONING
- ABS POWER BRAKES, HEAVY DUTY BRAKES-AIR OVER AIR WITH AUTOMATIC DRAIN VALVE ON STORAGE TANK WITH HEATER AND IN-LINE DRIER ON TANK AND AIR LINE SYSTEM, MUST HAVE AUTOMATIC SLACK ADJUSTER WITH 4-CHANNEL ABS
- LOW AIR PRESSURE LIGHT & BUZZER
- FULL GAUGES WITH AIR BRAKE GAUGE
- ELECTRIC HORN
- BODY BUILDER WIRING
- ALTERNATOR 160 AMP MINIMUM
- 2 BATTERIES, GROUP 31 WITH 1800 CCA MINIMUM, BATTERY BOX FRAME MOUNTED
- HAND OPERATED EMERGENCY BRAKE
- ENGINE HEATER FOR COLD WEATHER STARTING, 750 WATT MINIMUM
- POWER STEERING WITH TELESCOPING AND TILT WHEEL
- POWER WINDOWS AND POWER DOOR LOCKS

- TWO CABIN SEATS MATCHING, DRIVERS AIR RIDE WITH CONSOLE STORAGE (Neutral color)
- AM/FM RADIO
- BACK-UP ALARM
- WHEELS STEEL WITH 11R/22.5 TIRES (4 REAR TIRES ALL WEATHER M/S DESIGN)
- SPARE FRONT STEER TIRE & WHEEL
- PAINTED BUMPER, STEEL WITH COLLAPSIBLE ENDS
- PAINT COLOR-WHITE
- DAYTIME RUNNING LIGHTS
- 16' CARGO BOX WITH 8' ROLLUP DOOR L.E.D. LIGHTS
- 60" X 90" RAIL LIFT
- LIFTGATE SPECIFICATIONS: RAIL TYPE LIFTGATE-WALTCO WDL 35, CAPACITY OF 3,500 LBS. PLATFORM SIZE OF 60" X 90" WITH CART STOPS
- TRUCK BODY SPECIFICATIONS: 16' ALUMINUM CARGO VAN, RADIUS DESIGN FRONT END 12" EXTRUDED RADIUS FRONT, ONE PIECE .060 TRANSLUCENT FIBERGLASS ROOF, HARDWOOD FLOOR, PLYWOOD INTERIOR SIDE PANELS, OAK WEARBAND FRONT & SIDES, RECESSED E-TRACK AND D-RING MOUNTING ABILITY, L.E.D.DOME LIGHT WITH RIGHT REAR MOUNTED SWITCH, ANTI SAIL MUDFLAPS
- SAFETY EQUIPMENT: ONE ALUMINUM WHEEL CHOCK WITH SPECIFICATION OF 7" LONG, 8" WIDE, 7" HIGH

A replacement for a current District vehicle, a utility pickup truck; the District's designation number for this vehicle is "M-3"

- 2022 Ford Ranger XL SuperCab (or equivalent)
- Four wheel drive (4x4)
 - 2.3-liter EcoBoost engine or larger
 - 10 speed Automatic Transmission
 - 3.73 Electronic-Locking axel ratio
 - Vinyl floor covering
 - 6ft box
 - Anti-lock power brakes
 - Cruise control
 - Traction control
 - Air conditioning
 - Rear window defogger
 - Power outside mirrors
 - Intermittent wipers
 - Power Steering
 - Tilt steering wheel
 - Power Windows
 - Power door locks
 - Keyless entry

- 5" Running boards
- Retractable Tonneau pickup box cover
- LT265/65R17 A/T BSW tires
- AM-FM
- Cloth seats
- White in color
- 4 extra sets of keys and FOB's (6 sets total)
- Full set of shop service manuals

A replacement for a current District vehicle; the District's designation number for this vehicle is "M-11"

2022 or current year 3/4 ton single rear wheel truck, chassis cab or bed delete

- Wheelbase & Cab to axle to accommodate 9ft. Maximum service body
- Four wheel drive (4x4) w/automatic locking hubs (electronic shift on fly)
- 6.0 liter or larger gasoline engine
- Automatic transmission w/overdrive
- 10,200 G.V.W.R.
- 12,000 or greater tow rating
- Anti-lock power brakes
- 4.10 Locking differential
- Trailer towing package
- Gauge package
- Tilt steering wheel
- Up fitter Switches (to be wired always hot, not switched)
- Air conditioning w/tinted glass
- Integrated trailer brake controller
- Telescoping heated power outside mirrors
- Rear window defogger (if available)
- Intermittent wipers
- Power steering
- Power windows
- Power remote locks
- Vinyl 40/20/40 front bench seat
- Black vinyl floor covering
- AM-FM-CD
- Snow plow prep package
- Running boards (flat not tube style)
- Rubber factory floor mats
- Spare tire and wheel (full size)
- Full set of factory service manuals
- White in color w/tan or gray interior

The following is to be installed by Knapheide:

- Knapheid 600 series service body w/ Knaplock system, 6 light holes, L.E.D. lights, & fuel door cutout

- Service body to be...low profile model w/flip top lids left & right sides
- Service body options =pull out divider shelves, multiple dividers, cargo tie-downs, LED compartment lighting
- Galvagrip bumper w/ recess
- LineX bed liner (service body bed, drawer top, top of flip top lids, & top of bumper)
- Flush Mount Back-up Camera w/ monitor
- L.E.D. compartment lighting
- Welded grab handle
- Class 5 receiver hitch (w/bushing to reduce to 2")
- Variable height square tube adapter
- Combination pintle hitch w/2" ball
- 7 pole RV style trailer plug
- 8' Western Pro Plus snow plow w/ultra mount, hand held remote & rubber deflector
- ECCO Streetlazer 23" permanent mount roof flasher w/ 4-2-2 configuration (15-00015-E)
- Roof flasher to be on its own switch
- 2 front strobes ECCO 3810A mounted in grill
- 2 rear amber strobe lights (mounted in bed)
- 4 Corner strobes to be on their own switch

A replacement for a current District vehicle; the District's designation number for this vehicle is "M-32"

2022 or current year 3/4 ton single rear wheel truck, chassis cab or bed delete

- Wheelbase & Cab to axle to accommodate 9ft. Maximum service body
- Four wheel drive (4x4) w/automatic locking hubs (electronic shift on fly)
- 6.0 liter or larger gasoline engine
- Automatic transmission w/overdrive
- 10,200 G.V.W.R.
- 12,000 or greater tow rating
- Anti-lock power brakes
- 4.10 Locking differential
- Trailer towing package
- Gauge package
- Tilt steering wheel
- Up fitter Switches(to be wired always hot, not switched)
- Air conditioning w/tinted glass
- Integrated trailer brake controller
- Telescoping heated power outside mirrors
- Rear window defogger (if available)
- Intermittent wipers
- Power steering
- Power windows
- Power remote locks
- Vinyl 40/20/40 front bench seat
- Black vinyl floor covering

- AM-FM-CD
- Snow plow prep package
- Running boards (flat not tube style)
- Rubber factory floor mats
- Spare tire and wheel (full size)
- Full set of factory service manuals
- White in color w/tan or gray interior

The following is to be installed by Knapheide:

- Knapheidi 600 series service body w/ knaplock system, 6 light holes, L.E.D. lights, & fuel door cutout
- Service body to be...low profile model w/flip top lids left & right sides
- Service body options =pull out divider shelves, multiple dividers, cargo tie-downs, LED compartment lighting
- Galvagrip bumper w/ recess
- LineX bed liner (service body bed, drawer top, top of flip top lids, & top of bumper)
- Flush Mount Back-up Camera w/ monitor in rear view mirror
- L.E.D. compartment lighting
- Welded grab handles
- Transfer Flow Inc. 50 Gallon refueling tank (p/n 080-01-09417) for gasoline transfer
- Optional fuel filter kit for tank (p/n 020-01-13958) 2 required
- Class 5 receiver hitch (w/bushing to reduce to 2")
- Variable height square tube adapter
- Combination pintle hitch w/2" ball
- 7 pole RV style trailer plug
- 8' Western Pro Plus snow plow w/ultra mount, hand held remote & rubber deflector
- ECCO Streetlazer 23" permanent mount roof flasher w/ 4-2-2 configuration (15-00015-E)
- Roof flasher to be on its own switch
- 2 front strobes ECCO 3810A mounted in grill
- 2 rear amber strobe lights (mounted in bed)
- 4 Corner strobes to be on their own switch

A replacement for a current District vehicle; the District's designation number for this vehicle is "M-33"

Utility Pickup Truck-2022

Specifications:

Minimum Requirements

- F350 4x4 SD R/C
- 142" Wheelbase
- 60" cab to axel
- 6 Speed Automatic
- 6.2L EFI V8 Engine
- LT245 BSW AS 17

- XL Trim
- Oxford White
- Vinyl 40/20/40
- Medium Earth Gr
- Pref. Equipment Package
- 3.73 E-locking
- Power Equipment Group
- Air Conditioner
- AM/FM/MP3/Clock
- Pickup Box Delete
- Flat Running Board
- 10,100# to 14000# GVWR Package
- 50 State Emission
- Backglass Def
- Snow Plow Package
- Spare Tire/Wheel 2
- Brake Controller
- Tele TT Mir-Power Jack
- Upfitter Switch
- 200 Amp Alternator
- RR Cam & Prep K
Privacy Glass

The following is to be installed by Knapheide:

ALPB-93 Aluminum Platform Body

Bulkhead

Receiver hitch

Drop in racks

Transfer Flow Inc. 50 Gallon refueling tank (p/n 080-01-09417) for gasoline transfer

ECCO 3811A	LED STROBE,RECT,QUAD FLASH AMBER (2) MOUNTED IN GRILL (2) MOUNTED AT REAR OF BODY ALL WIRED TOGETHER ON THEIR OWN SWITCH
ECCO 15-00015-E	ECCO STREET LAZER 15 SERIES 23" MINI BAR 4-2-2 CONFIGURATION WIRED TO ITS OWN SWITCH
BUYE 8895150	MOUNT LIGHTBAR F150(15+) F250- F-550(17+)
LAB TELBR	REINSTALL FACTORY BACKUP CAMERA
ws 76980	8' PRO PLUS FLEETFLEX
ws 31270	MOUNT KIT UM F250SD-550SD 2017
ws 75700-3	BIG BOX ASSY PRO PLUS

ws 72530	HALOGEN HEADLIGHTS-NIGHTHAWK
ws 73973-1	HARNESS LGHT FORD 2017 HALOGEN
ws 29760-2	MODULE KIT, 3 PORT-SOFT START
ws 96500	MULTI-POSITION PLOW HH CONTROL
ws 62530-1	RUBBER DEFLECTOR KIT 8.0'
TGT-57L	BOLT-ON LED LIGHT KIT (T-57L) OPTIONS
TG014617	BAR FOR REAR CAMERA & SENSOR

Two replacements for a current District vehicle (that is, the District seeks to replace a large dump truck vehicle with two smaller dump truck vehicles); the District's designation number for this vehicle is "M-80"

M-80 General Maintenance Dump /Plow/Salt /Sand Truck

Qty 2

Current year 4X4 Cab & Chassis DRW

- Wheel Base of 168 with dual rear wheels & 84" Cab to Axle.
- With a GVWR of .14,000
- 16,800 lbs. of towing. Min.
- 6.6L V8 gas engine Min.
- Locking Rear Differential with rear sway bar
- Power steering.
- Power brakes. With four-wheel ABS.4 wheel disc. brake
- 10 speed H D. Automatic transmission, with overdrive, and PTO option
- **PTO must work with transmission is in gear to run hydro salt/sand spreader.**
- **3.73 axle ratio. With locking differential rear.**
- Transmission and oil coolers.
- Heavy duty cooling.
- 36 Gallon fuel capacity.one tank
- 220 Amp alternator Min.
- Gauges: speedometer, tripometer, fuel, volt, and engine temp. oil pressure.
- Tires, 235x80Rx17 E, M/S with full size spare.
- A/C, with tinted windows.
- Intermittent wipers.
- AM/FM radio with clock.
- Snowplow prep package.
- Heated Power adjustable vertical trailering mirrors.
- Outside color to be white. With inside to be blue, tan or gray. Cloth

- 4 extra sets of keys (6 sets total)

All other Standard options from factory.

Truck is to have listed equipment installed by Knaphide Truck Equipment Co.:

- Stainless steel KDBF 1112 Dump Bed 3-4 yard capacity with 12" high sides, 16" high rear.
- Tapered ¼ cab shield with **(NO)** punched window.
- KHA-1150SF double acting hoist with sub frame, direct mount, powered off PTO'
- Asphalt pull tarp.
- Class V receiver hitch with multi hitch and 2" ball
- 2" reducer bushing, Reese #58102
 - Kerin's K-750 variable height adapter

- 7-way trailer light receptacle; RV style
- Electric trailer brake controller. May be supplied by factory.
- Reese pin and clip #74055
- Led strobe, rect. Quad flash amber. (2) mounted in grill. (2) mounted at rear of body all wired together on own switch.
- ECCO Street LaZER 15 Series 23" mini bar 4-2-2 configuration wired to it's own switch
- Western 9' Ultramount Pro plus Snow Plow with handheld controller
- Rubber snow deflector.
- Western Striker 4.5 cu.yd spreader 108"x70"x45" with dual hydraulic motors
- Dual controls for above spreader
- Work light kit for spreader mounted on drivers' side

Note: Trade-in vehicle would be as follows: a 2008 International 7400, with a 10Ft Bonnell snow plow.

ATTACHMENT B
BID RESPONSE FORM

***Please note that vendors may request a copy of this ITB in Word format by emailing purchasing@smsd.org.**

DATE: _____

Bid of: _____, (herein after called Bidder), a Corporation/Partnership/Individual doing business as _____.

TO: The Shawnee Mission School District

The Bidder, in compliance with your **Invitation to Bid for Vehicles (Trucks)**, and having reviewed the ITB and Specifications and being familiar with the conditions and terms surrounding the desired products and/or services, hereby agrees to perform the work and/or provide products required (or equivalent), within the price stated in this bid response. These prices are to cover all expenses incurred in providing the desired products and/or services.

Bidder acknowledges receipt of the following addenda, in the event subsequently issued:



Submitted by authorized representative:

Firm: _____ FEI/SSN _____

Signature: _____ Printed Name/Title: _____

Address: _____ Telephone: _____

Email: _____

Required Bid Information:

***Delivery Schedule:** Please advise on estimated time for vehicles to be delivered to the District, after a purchase order has been issued by the District. All submitted quotes should include this information.

***Costs:** Please provide a detailed quote for each of the following vehicles identified in Attachment A. The quotes should include the specifications (or equivalent) identified in Attachment A. Vendors may bid on all or select vehicles. If a quote does not match the specifications listed in attachment, any deviation or equivalent information should be noted in the quote. **If a trade-in value is offered, this trade-in value should be clearly noted in the quote.**

Please check the applicable information below:

Desired Vehicle	Quote Submitted (please check or mark “Yes” if a quote is submitted, or mark “N/A” if quote is not submitted)
Delivery Truck for the District Supply Center	
A replacement for a current District vehicle, a utility pickup truck; the District’s designation number for this vehicle is “M-3”	
A replacement for a current District vehicle; the District’s designation number for this vehicle is “M-11”	
A replacement for a current District vehicle; the District’s designation number for this vehicle is “M-32”	
A replacement for a current District vehicle; the District’s designation number for this vehicle is “M-33”	
Two replacements for a current District vehicle (that is, the District seeks to replace a large dump truck vehicle with two smaller dump truck vehicles); the District’s designation number for this vehicle is “M-80”	

Please ensure that a detailed quote for each vehicle is included in your bid response.

All applicable expenses to be paid by the District should be clearly identified. Also, please ensure that your quote includes information regarding **the estimated time for vehicles to be delivered** to the District, after a purchase order has been issued by the District.

ATTACHMENT C

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

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 ("the 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 the District's bid forms, or equivalent documentation provided by the Bidder that provides the same required information.
3. **ANY APPLICABLE FREIGHT/SHIPPING COSTS MUST BE NOTED IN THE BID RESPONSE.**
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 timeframes may be considered in awarding a contract.
6. Deliveries shall be F.O.B. SMSD, stated location, freight prepaid. Title does not transfer to the District until received at same.
7. Prices quoted shall remain firm for 90 days or until bidder's offer is accepted, whichever is first, by District. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a District 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 Bidder represents that the price or prices specified do not exceed the Bidder'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. The District reserves the right to make final decisions as to comparable items. Bidder should be very certain that items upon which it bids, and delivers are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier at supplier's request and expense.
11. When submitting a substitute article as equal, the full name and illustrated description must be given. The District's Board of Education and/or the District 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 the District prior to shipping.
12. The District reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.
 13. Date of receipt will be considered the effective date all goods and invoices are received.
 14. Deliveries under the terms of this bid will be in accordance with the dates indicated, therein, except where no date is indicated, the selected Bidder(s) 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 selected Bidder'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 the selected Bidder(s)'s failure to deliver as and when promised, the District reserves the right to cancel its accepting order, or any part thereof, and the selected Bidder(s) agrees that the 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.
 15. 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.
 16. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
 17. In the event that this purchase requires performance of services by the selected Bidder(s)'s employees, or persons under contract to the selected Bidder(s), to be done on Purchaser's property, the selected Bidder(s) 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 District.
 18. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate District-issued purchase order number on the outside.
 19. The selected Bidder(s) 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. The selected Bidder(s) warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the bid.
 20. The selected Bidder(s) shall provide the standard patent infringement indemnity clause which shall hold and save the District's 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 District's Board of Education.
 21. 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.

22. 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.
23. Rejected items will be held at the selected Bidder(s)'s risk and expense. No replacement of defective items shall be made by the selected Bidder(s) unless agreed to by a Board of Education representative in writing.
24. Payment of the Bidder(s)'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.
25. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
26. 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."
27. 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.
28. If bid is accepted, the District must be supplied with the District's employer identification number or social security number, per IRS regulations.
29. 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.
30. The laws of the State of Kansas shall govern any contract resulting from this bid.
31. Unless otherwise specified herein, payment shall be made within 30 days after District'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.

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.