



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope/package to:

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

ATTN: Reed Beebe

DATE: February 16, 2022 RFP NO. 22-010

RFP TITLE: **Fire System Inspection Services**

Proposals will be accepted until:

Date: **March 9, 2022**

Day: **Wednesday**

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

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

General Instructions:

The Shawnee Mission School District (“the District”) invites qualified vendors to submit proposals for **Fire System Inspection Services** per the following terms, conditions, and specifications.

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

Official Contact:

Any questions regarding this Request for Proposal (“RFP”) 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 RFP must be received no later than **Monday, February 28, 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 **Wednesday, March 2, 2022 by 4:00 p.m. CST**.

Addenda/Cancellation:

The District may modify or cancel this RFP at any time prior to the RFP 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**).

RFP Awards:

The District reserves the right to accept or reject any or all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or partial award shall be at the sole discretion of the District. The District reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s) whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the District.

Clarification of Proposals:

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

Information in RFP Only an Estimate:

The District and its representatives make no representations, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued via addenda. Any quantities or data contained in this RFP or related addenda are good-faith estimates provided only as general background information.

Method of Selection:

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the District. In general, the following criteria will be used: **Experience and Qualifications; Service Approach; and Cost/Charges.**

Available points for these respective criteria will be assigned as follows, for a maximum total of 100 evaluation points:

- **Experience and Qualifications** – 15 points;
- **Service Approach** – 35 points;
- **Cost/Charges** – 50 points

After the District's initial evaluation of proposals, select proposals will undergo additional review and evaluation.

The District may negotiate with the selected Proposer(s) for mutually agreeable contract terms before making a contract award. Negotiations could include, but not be limited to, price and the terms and conditions listed in the RFP.

Confidentiality of Information:

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

Submission of Proposal:

Proposals may be submitted in hardcopy format (one physical copy, along with a thumb drive containing a digital copy of the proposal) to the “**Official Contact**” address listed above, and

shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in a sealed envelope or box. Electronic delivery (i.e., email) will not be accepted.

All proposals must be received no later than **11:00 a.m. CST, Wednesday, March 9, 2022**, and should be clearly marked “**RFP 22-010 Fire System Inspection Services**”.

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

Proposal Availability:

Proposals received by the District will not be open to public review, nor disclosed to unauthorized persons, prior to award of a contract. After award of a contract, all proposals shall be open to public inspection, with the exception of information designated as confidential, to the extent that such confidential information may be exempt from public inspection as allowable by law.

SPECIFICATIONS

Scope of Proposal:

The District would like to contract with a vendor to provide for **Fire System Inspection Services** per the following terms, conditions, and specifications. An outline of desired services and requirements is provided in **Attachment A**.

Contract Term:

The term of any awarded contract will run from June 1, 2022 through May 31, 2023, with four annual (12-month) options to renew each year, as mutually agreed in writing by both parties, for a potential maximum of five (5) years, within terms negotiated as part of the resulting contract, and subject to applicable statutes and regulations.

Terms and Conditions:

Desired terms and conditions are listed in **Attachment F**.

Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. **The Proposer shall identify clearly and thoroughly any variation between its offer and the RFP.** Failure to do so shall be deemed a waiver of any right to subsequently modify the terms of performance. Proposer’s authorized representative may withdraw submitted proposals only by written request received before the proposal due date.

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the submitted proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form:

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

Experience and Qualifications:

Proposer should provide a background of the firm’s experience and qualifications. This should include a brief history of the firm, date founded, ownership and any subsidiary relationships. Also, list the types of services that the firm is able to provide. Please address the firm’s ability to provide the desired products and services listed in **Attachment A**. Give examples of experience for similar products or services to other entities. In particular, if the firm has experience providing the desired products and services to other school districts, please note this information.

Service Approach:

Proposer should submit a clear, concise response to accomplish the scope of services that reflects your understanding of the District’s requirements as described in **Attachment A**. Include information about the timeframe needed, and your firm’s ability, to provide the desired services and products desired by the District. Please discuss your standard response times. This response should demonstrate an understanding of the District’s needs as outlined in the RFP.

Costs/Charges:

Submit a detailed breakdown of all costs and charges in providing the desired products and/or services (or equivalent) as listed in **Attachment A**, in the format of **Attachment C**. The District relies on the Proposer to assure that all charges to provide the desired services (or equivalent) are submitted in the proposal, and that there are no hidden costs or charges that will be incurred.

Personnel:

Proposer should list the names of key management personnel who would be directly involved in providing services and products to the District: describe their relationship in the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel’s experience with providing services similar to those desired by the District. **Applicable letters of certification for employees and technicians are to be submitted with your proposal.** The District may consider this information in its evaluation of the Proposer’s service approach and experience and qualifications.

Use of Subcontractors:

The selected Proposer(s) shall be solely responsible for all products and services as required by this RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The District may consider this information in its evaluation of the Proposer’s service approach. The use of a subcontractor(s) does not relieve the selected Proposer(s) of liability under any awarded contract (see terms and conditions in **Attachment F**). The selected vendor(s) agrees not to assign or subcontract any part of the resulting contract without express written approval of the District.

References:

Proposer should submit information regarding three (3) comparable projects that that the Proposer completed as prime contractor with the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided. The provided references may be used by the District in its Evaluation of a Proposer's experience, expertise, and capabilities.

ATTACHMENT A

DESIRED SERVICES AND REQUIREMENTS

The District is seeking proposals from qualified vendors for annual fire system inspection services related to the following areas:

- Annual Testing and Inspection Services for Fire Alarms
- Annual Testing and Inspection Services for Fire Sprinkler Systems
- Annual Testing and Inspection Services for Fire Hydrants
- Annual Testing and Inspection Services for Plumbing Backflow Devices
- Semi-annual Testing and Inspection of Hood and Fire Suppression System
- Annual Inspection and Maintenance of Fire Extinguishers

The District currently has a preference to award a contract to a single vendor for all of the service areas noted above. However, the District is open to considering a split award for the services, if the District determines it is in its best interest to do so.

The District occupies 72 square miles in northeast Johnson County, Kansas. It services the cities of Fairway; Lake Quivira; Leawood; Lenexa; Merriam; Mission; Mission Hills; Mission Woods; Overland Park; Prairie Village; Roeland Park; Shawnee; Westwood; and Westwood Hills, Kansas. Its current enrollment is approximately 26,500 students and is the third largest school district in Kansas. The District consists of 45 schools and provides a full-range of educational programs and services as authorized by Kansas statutes.

The District has buildings located in various municipalities and governing jurisdictions. The selected contractor(s) will be able to provide all applicable services, licenses, documentation, and reporting as required by those jurisdictions, and will follow **National Fire Protection Association (NFPA)** guidelines as outline in this RFP.

The following is intended to illustrate the types of services that will be required of the service provider. It is not intended to eliminate other services that the service provider believes to be necessary and is able to provide. The final scope of work will be determined upon selection of the service provider and shall be mutually agreed upon by both parties.

Annual Testing and Inspection Services for Fire Alarms:

Inspections and testing for the initial annual fire alarm testing and inspections for the first year may proceed on/about June 1, 2022 and are to be completed not later than August 10, 2022. Inspections and testing conducted during summer school hours or other activities shall be coordinated to not disrupt activities.

Subsequent year inspections and testing shall be coordinated with the District based on school calendar dates for the applicable school year; but generally, will begin on/about June 1st and are to be completed on/about August 10th of each year.

- The selected contractor(s) will provide all labor, supervision, transportation, insurance, licenses, permits, tools, equipment, materials, and services needed to complete all

necessary tests and inspections as prescribed by NFPA, and as required by the local municipalities and/or fire departments having jurisdiction in the applicable areas of the school district. **Letters of certification for employees and technicians are to be submitted with your proposal.**

- The qualifications that are established within this specification are those that best serve the needs of the District. **Any deviations to these requirements are to be submitted in writing with your proposal.**
- This scope of work detailed in the inspection process, and the nature and extent of services to be provided by the contractor are set forth and described below.
- The selected contractor(s) must note any deviations from Scope of Work and submit them in writing to the District along with a copy being remitted to the local fire marshall for approval.

Scope of Work:

- **Code Conformance** – System testing and documentation shall be performed as prescribed by current published NFPA standards and the requirements of the local authority having jurisdiction.
- **Total System Test Report** – Components of the system area shall be tested for proper operation and documented in the service reports as the testing is completed. All information will be digitally uploaded to the **Compliance Engine Reporting System**, sent to municipalities, fire marshal, and/or any governing bodies requiring a copy of the annual test report. Copy shall be also be forwarded to each school site, and the designated District staff.
- Devices to be tested include but are not limited to the following:

DEVICE	DESCRIPTION
Fire Alarm Panel	Remote Lamp
Smoke Detector	Auxiliary Power Supplies
Pull Station	Addressable Contacts
Duct Detector	Shutdown Control
Heat Detector	Bells
Waterflow	Remote Enunciator
Tamper Switch	Horn Strobes
Door Holders	Strobes
Audible Devices	Audio/Speaker Devices

Test information for individual buildings shall be submitted to the designated District staff within two (2) weeks of completion of inspection at the applicable building. The **Total System Test Report** for all of the buildings in the district shall be submitted to all applicable parties within two (2) weeks of completion of all inspections and testing.

NFPA Requirements:

- This specification intends to describe a request for services and materials to be provided for the inspection and testing of the life safety fire detection systems as described in this documentation.

- The following documents are to be considered as an integral part of this specification. These documents are to be strictly adhered to in reference to their relationship in the inspection and testing of the District's Life Safety Fire Detection Systems.
- NFPA publications published at the date of this request including codes, standards, and recommended practices and guidelines as follows:
 - NFPA 101, Life Safety Code
 - NFPA 72, National Fire Alarm Code
 - National Electrical Code
 - NFPA 1, Fire Prevention Code
 - Accessibility for Americans With Disabilities (ADA) Standards
- adopted by Federal, State, and Local Municipal Jurisdictions.
 - Fire and Building Codes enforced by the Local Authorities having jurisdiction.
- Any deviations from these documents must be submitted in writing to the appropriate District staff along with a copy being remitted to the local fire marshal in each municipality for approval.

Scheduling:

- The selected contractor(s)'s technician will be provided with a list of all buildings. It will be the responsibility of the technician to contact the respective building administrator, secretary, or head custodian, to coordinate and receive approval of inspection times and dates for each individual facility.
- The table on next page illustrates an example of a complete schedule of the fire alarm devices and their testing frequency. The selected contractor(s) shall be responsible for maintaining strict adherence to the inspection schedule as required by the most current NFPA guidelines. Any deviations or unscheduled changes from the inspection schedule must be approved by designated District staff.

	Annual	Semi-Annual
Fire Alarm Panel	X	
Dialers (Internal & External) – 3 Signals – All Active	X	
Speakers	X	
Strobes	X	
Smoke Detector	X	
Heat Detectors	X	
Duct Detectors	X	
Water Flow Device		X
Supervisory Switch		X
Magnetic Doors	X	
Fan Relays	X	
Voice Alarm	X	
2-Way Telephone	X	
Elevator Signals		X
Smoke Dampers	X	
Horns	X	
Batteries	X	

Pull Stations	X	
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Inspection Preparation:

- Before commencing work in an area of the project, the selected contractor(s) shall 1) visit the site; 2) examine the conditions under which the tests are to be performed. If negative conditions are found, supply a written report of the conditions which may adversely affect any test or safety standard, and contact the designated District staff immediately upon finding a negative condition.
- In the event that special equipment is required, the selected Contractor(s) will need to supply such equipment.

Documentation of Inspection & Testing:

- **Life Safety System Logbook** – A logbook shall be provided containing information and guidance on the management of the Life Safety System for each building. This logbook shall be provided by the selected contractor(s) and left at each building. All information must be uploaded to the Compliance Engine Reporting System at the selected contractor(s)’s expense.
- **Annual System Configuration Audit and Report** – A system configuration will be verified and compared to the existing records. Changes will be made to update records and a copy will be provided to the School District.
- **Smoke Detector Cleaning and Sensitivity Verification and Report** – On a two-year cycle, smoke detectors will be cleaned as required and the sensitivity will be verified as per NFPA guideline. The data will be recorded and reported in the service report.
- **Written Report of All Service Performed** – A service report shall be completed for each visit detailing the purpose of the call and summarizing the work performed.

Personnel Certification Requirements:

- The approved vendor shall provide a lead technician and a technician who are certified by the National Institute for Certification (NICET). The registered Lead Technician shall be registered at NICET Level 3 or higher of the Fire Protection Technology Certification Program. Supporting documentation including the technician’s NICET number shall be supplied to the District prior to acceptance of the inspection agreement.

Personnel Identification and Security Requirements:

- The selected contractor(s) is required to adhere to the following security requirements. Please submit with your bid, any deviations of these requirements. Prior to beginning work, the selected contractor(s) will provide the following:
 - Supply the District with a complete list of all personnel requiring access to the facility sites.
 - Update and submit an entire revised list whenever personnel changes occur.
 - Technicians must wear an easily identifiable shirt with company logo and sign the visitor register at each school office upon arrival.
 - Company vehicle shall be clearly marked with the Company logo.
 - Identification with photo I.D. must always be available upon request while on District property.

Materials and Workmanship:

- All materials unless otherwise specified shall be new and free from any defects, representing the highest quality of its kind.
- Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and adjusted accordingly to manufactured specification of relevant use of equipment in a particular application.
- The District may require the selected contractor(s)'s contract manager to meet with the District's utility foreman or designated personnel as deemed necessary. Meetings may be required weekly during the first month and as often as necessary thereafter. Written minutes of such meetings shall be recorded in the contract and signed by the designated District staff and the selected contractor(s).

Safety:

- The selected contractor(s) shall, at its own cost and expense, take all reasonable safety precautions with respect to performance under an executed contract. Minimum compliance will comply with the District's safety programs, applicable laws, regulations and ordinances, including federal, state and local occupational safety and health acts, right to know laws and hazardous communication standards.

Work Timeline and Renewal Terms:

- The inspection process timeline will begin on or about June 1st of each year and is to be completed no later than approximately August 10th of each year of the contract.
- Reports shall be submitted to the District and applicable local Fire Marshall's office within 30 days of the completion of the inspection and testing.

In the event that the School District opens a new facility, constructs additions to existing facilities, or closes a facility; the added or deleted service requirements will be negotiated, and a mutually acceptable service adjustment and/or separate agreement will be made. The costs for additional buildings and/or building additions will be based on verifiable contractor costs for labor, materials, and transportation services. Similarly, deductive costs will be based on costs for a similar number of equipment and/or devices to be inspected and tested at other facilities.

Requirements and Scope of Work – Option for Maintenance

- **Repairs to Non-Functioning Fire Alarm Systems**
 - Non-functioning Fire Alarm System components and/or devices shall be reported to the District immediately upon discovery and testing and not later than one business day after discovery. At the District's request, the contractor shall provide a cost proposal for making necessary repairs to return the non-functioning component or device to an operable condition. Such cost proposals, if requested, would include the following information:
 - Labor costs. Cost per hour including all applicable wages, vacation, etc.:
 - Workmen's compensation insurance, etc.
 - Work performed by a lead technician.
 - Work performed by a technician.
 - Material and/or repair parts at a cost plus a percentage; noted cost plus
 - percentage will include costs for shipment, handling, warehousing, etc.
 - A copy of the Manufacturer's invoice substantiating contractors cost shall

be provided to the Utility Foreman.

- Unit prices identified by the selected contractor(s) shall include all associated labor, supervision, transportation, insurances, licenses, permits, tools, equipment, materials, and services. Unit costs shall not include performance bond or taxes.

School District Right of Refusal for Repairs:

- Based upon the repair proposal submitted by the contractor, the District may authorize the contractor to perform the repairs identified. If the proposal is not accepted by the District, repairs may be made utilizing a separate contractor or school district personnel and repair parts.

Annual Testing and Inspection Services for Fire Sprinkler Systems:

The District has approximately forty-four (44) fire sprinkler systems located throughout the District. Systems will include the following:

- Wet sprinkler and standpipe systems.
- Dry pipe sprinkler systems.
- Fire Department connections.
- Fire Sprinkler heads.

The selected contractor(s)'s will provide labor, material, equipment and supervision associated with annual inspections on the Wet, Dry, and Pre-Action Systems. The following scope of work is to be provided:

1. Local and supervisory bells and alarms will be inspected.
2. Perform main drain water flow test. When possible, static and residual pressure shall be recorded.
3. On dry and pre-action systems, perform a dry trip inspection.
4. On dry and pre-action systems, drain water from obvious low point drains.
5. On dry and pre-action systems, check air pressure.
6. On dry and pre-action systems, check for proper temperature in valve room.
7. Inspect packing glands on control valves for any leaks or damage.
8. Check operation of control valves.
9. Inspect valves for proper open or closed position.
10. Install inspection report tag at valve riser for Fire Department review.
11. The condition of the Fire Department connection will be checked.
12. Prepare and provide the District with NFPA standards written reports.
13. Inspect fire sprinkler system for any needed repairs or alterations.
14. Prepare a record of the fire sprinkler system to be kept in District files for future reference.
15. Testing will be done from June 5th to August 1st, EACH year of the contract.

All items noted above will be performed on dry and pre-action sprinkler systems. All items noted, apart from items 3, 4, 5, and 6, will be performed on wet sprinkler systems.

It is the responsibility of each vendor submitting a proposal to perform an individual site visit at each facility to determine the size and quantity of the systems, and to become familiar with each system to be tested. Failure to perform a site visit will in no way relieve the selected contractor(s) from furnishing materials or providing services that may be required to carry out the work in accordance with the intent and meaning of the proposal.

The selected contractor(s) will provide testing in accordance with all applicable state, city, and/or local governing codes and requirements. **Provide one copy of the resultant inspection report to the District and provide one copy of the inspection report to the District building where the test is performed. Additionally, provide one copy of the resultant inspection report to the fire marshal serving each municipality that the inspections are performed in, and upload to the Compliance Engine Reporting System.**

Annual Testing and Inspection Services for Fire Hydrants:

The selected contractor(s) shall provide labor, material, equipment, and supervision associated with conducting inspections. The following scope of work is to be provided:

- Flow Hydrant 2 min.
- Check for leaks in top of Hydrant.
- Check for leaks in the gasket under caps.
- Check for cracks in Hydrant Barrel.
- See if Hydrant drains properly (in Dry Barrel Hydrants)
- Check operating nuts. (if Hydrants are working properly)
- Record Static Pressure _____(PSI).
- Record Residual Pressure _____(PSI).

The selected contractor(s) will provide testing in accordance with all applicable state, city, and/or local governing codes and requirements, and **provide one copy of the resultant inspection report to the District and provide one copy of the inspection report to the District building where the test is performed. Additionally, provide one copy of the resultant inspection report to the fire marshal serving each municipality that the inspections are performed in, and upload to the Compliance Engine Reporting System.**

Please see **Attachment E** for a list of fire hydrants by locations.

Annual Testing and Inspection Services for Plumbing Backflow Devices:

The selected contractor(s) will provide testing in accordance with all applicable state, city, and/or local governing codes and requirements. As part of this testing process, the selected vendor(s) will provide one copy of the resultant inspection report to the District operations team and provide one copy of the inspection report to the District building where the test is performed. Additionally, the selected contractor(s) will send one copy to the Johnson County, Kansas Water District #1 **no later than two (2) business days after each unit is inspected.**

Scope of Work: The selector contractor(s) will provide the following services:

- Provide cost for testing backflow devices throughout the District. (210 backflow devices at 55 Buildings)

- Provide cost on a “per unit cost” for rebuilding a backflow device if required, after testing. If backflow device has failed, the backflow may be authorized for rebuilding, at the District’s discretion.
- NOTE: No backflow is to be rebuilt without consent of the District.
- A complete list and location of all backflow devices will be sent by the District to the selected contractor(s) each year.
- Provide individual prices for the types and sizes listed below, to include cost for a complete rebuild, and labor and retesting cost of each unit listed.

Semi-annual Testing and Inspection of Hood And Fire Suppression Systems:

Inspections and testing for the initial semi-annual testing and inspections for the first year may proceed on/about July 1, 2022 and are to be completed not later than August 10, 2022.

Inspections and testing conducted during summer school hours or other activities shall be coordinated so as to not disrupt activities.

Inspections and testing for the 2nd semi-annual period of the first year may proceed on/about January 3, 2023 and are to be completed not later than February 18, 2023.

Subsequent year semi-annual inspections and testing shall be coordinated with the District based on school calendar dates for the applicable school year.

Scope of Work:

- The selected contractor(s) will perform semi-annual testing and inspections on all Fire Suppression Systems, dry and wet in the District. The selected contractor(s) is to make themselves aware of all systems by field verification.
- The selected contractor(s) shall perform all testing and inspections of Hood Suppression Systems following federal, state, and local codes for testing. The selected contractor(s) is to provide District, and each District building with written reports of inspections within ten working days of testing completion. The selected contractor(s) will also send a copy of all inspection reports to the governing municipality for each school site.
- The selected contractor(s) will maintain all systems in good working order in accordance with the highest standards of workmanship. This includes adjustment and replacement of serviceable parts i.e., fusible links and hydrostatic testing, if warranted, on all systems.
- **Annual System Configuration Audit and Report** – A system configuration audit will be conducted during the July inspection and testing period and compared to the existing records. Changes will be made to update records and a copy will be provided to the District.
- **Written Report of All Service Performed** – A service report shall be completed for each visit summarizing the work performed.
- **Life Safety System Log Book** – A log book shall be provided containing information and guidance on the management of the Fire Suppression System for each building. All

service records shall be recorded and kept, and shall serve as a reference tool for local authorities, insurance carriers, and contract technical personnel.

- **Total System Test Report** – Components of the system area shall be tested for proper operation and documented in the service reports as the testing is completed and sent to fire marshal, and/or any governing bodies requiring a copy of the semi-annual test report as stated above. Copy shall be also forwarded to each school site, and the designated District staff.
- Any deviations from the Scope of Work must be submitted in writing to the District along with a copy being remitted to the local fire marshal for approval.
- Upon approval, the selected contractor(s) will submit documentation supporting all changes, along with an itemization of any additional cost to be incurred as a result of the deviation.

NFPA Requirements:

- **Code Conformance** – System testing and documentation shall be performed as prescribed by current published NFPA standards and the requirements of the local authority having jurisdiction.
- Inspections and tests on kitchen ventilation hoods and fire suppression systems shall be performed in accordance with the manufacturer’s instructions, NFPA 17 (latest edition), 17a (latest edition), 72 (latest edition), and NFPA 96 (latest edition). The following list highlights minimum requirements for the inspection and testing of kitchen ventilation hoods and fire suppression systems. This list, however, is not meant to replace updated code requirements.
- Semi-annual inspection and testing tags shall be attached to each fire suppression system recording the inspector’s initials, date, and confirmation of inspections performed. Where fusible links are used, the manufacture and the installation dates for the links shall be marked on the system inspection tag.

Item	Activity	NFPA Ref.
Extinguishing system nozzles are located directly above grease producing equipment.	Inspection	17A:7.2.2
		17:11.2.1.1

The Manual actuators are unobstructed.	Inspection	17A:7.2.2, 17:11.2.1.1
The temper indicator's and seals are intact.	Inspection	17A:7.2.2 17:11.2.1.1
The maintenance tag or certificate in place.	Inspection	17A:7.2.2 17:11.2.1.1
No obvious physical damage or condition exists that might prevent operation.	Inspection	17A:7.2.2 17:11.2.1.1
The pressure gauge(s) are in operable range.	Inspection	17A:7.2.2 17:11.2.1.1
The nozzle blow-off caps are intact and undamaged.	Inspection	17A:7.2.2

		17:11.2.1.1
Neither protected equipment nor hazard has been replaced, modified, or relocated.	Inspection	17:11.2.1.1 17A:7.2.2
Gas and electric power shut off are operational.	Test	17:11.3.1.4
Water-wash hood cleaning systems are operational in conjunction with hoods protected by sprinkler systems.	Test	96:11.2.1

<p>Recirculating systems operation and safety interlocks perform in accordance with mfg's instructions.</p>	<p>Test</p>	<p>96:13.6.5</p>
<p>Fixed temperature sensing elements of the fusible alloy type</p>	<p>Replace</p>	<p>17:11.3.2,</p>
		<p>17A:7.3.3, 96:8.2.1.2</p>
<p>Clean fixed temperature sensing elements other than the fusible metal alloy type.</p>	<p>Maintenance</p>	<p>3/3/2022 17:11 17A:7.3.4</p>

<p>Manual release stations are operational and send a signal to the building fire alarm control panel.</p>	<p>Test</p>	<p>17:11.3.1.4</p> <p>17A:7.3.2.3</p>
<p>Automatic release devices are operational and send a signal to the building fire alarm control panel.</p>	<p>Test</p>	<p>17:11.3.1.4</p> <p>17A:7.3.2.3</p>
<p>Water flow, valve tamper, and low water pressure cutoffs are operations.</p>	<p>Test</p>	<p>72: Table</p> <p>7-2.2 – 13i</p>

<p>Examine detectors, expellant gas containers, agent containers, releasing devices, piping, hose assemblies, nozzles, signals, and all auxiliary equipment.</p>	<p>Inspection</p>	<p>17:11.3.1</p> <p>17A:7.3.2.3</p>
<p>Verify that the agent distribution piping is not obstructed.</p>	<p>Test</p>	<p>17:11.3.1</p> <p>17A:3.2.1</p>
<p>Examine dry chemical in stored, pressure system for caking.</p>	<p>Inspection</p>	<p>17:11.3.1</p>

<p>Hydrostatic pressure test on wet and dry chemical extinguishing systems (agent containers, aux. pressure containers, hose assemblies).</p>	<p>Test</p>	<p>17:11.5.1</p> <p>17A:7.5.1</p>
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Scheduling:

- The selected contractor(s)’s technician will be provided with a list of all buildings. It will be the responsibility of the technician to contact the kitchen manager or head custodian, to coordinate and receive approval of inspection times and dates for each individual facility.

Inspection Preparation:

- Before commencing work in an area of the project, the selected contractor(s) shall 1) visit the site; 2) examine the conditions under which the tests are to be performed. If negative conditions are found, supply a written report of the conditions which may adversely affect any test or safety standard. Contact by phone, the designated district staff immediately upon finding a negative condition.
- In the event that special equipment is required, the successful vendor will need to supply such equipment.

Materials and Workmanship:

- All materials unless otherwise specified shall be new and free from any defects, representing the highest quality of its kind.
- Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and adjusted accordingly to manufactured specification of relevant use of equipment in a particular application.
- The District may require the selected contractor(s)’s contract manager to meet with the District’s utility foreman or designated personnel as deemed necessary. Meetings may be required weekly during the first month and as often as necessary thereafter. Written minutes of such meetings shall be recorded in the contract and signed by the designated District staff and the selected contractor(s).

Personnel Identification Requirements:

- The selected contractor(s) is required to adhere to the following security requirements. Prior to beginning work, the awarded vendor will provide the following:
- Supply the District with a complete list of all technicians that will perform the inspection and testing services.
- Update and submit an entire revised list whenever personnel changes occur.
- Technicians must wear an easily identifiable shirt with company logo and sign the visitor register at each school office upon arrival.
- Company vehicle shall be clearly marked with the Company logo.
- Identification with photo I.D./must always be available upon request while on District property.

Work Timeline:

- The 1st semi-annual inspection will begin on or about July 1 of each year and is to be completed within 40 calendar days of commencement. The 2nd semi-annual inspection and testing will begin on/about January 1 and is to be completed within 45 calendar days. This schedule is anticipated to remain in effect for any subsequent annual contract terms, as allowed by this RFP.

Requirements and Scope of Work – Option for Maintenance

- Repairs to Non-Functioning Fire Suppression Systems
 - Non-functioning Hood Suppression Systems and/or devices shall be reported to the District immediately upon discovery and testing. At District's request, the selected contractor(s) shall provide a cost proposal for making necessary repairs to return the non-functioning system or device to an operable condition. The costs for such noted repairs will be based upon the following unit costs:
 - Labor costs. Cost per hour including all applicable wages, vacation, Workmen's compensation insurance, etc.
 - Material and/or repair parts at a cost plus a percentage; noted cost plus percentage will include costs for shipment, handling, warehousing, etc.
- School District Right of Refusal for Repairs:
 - Based upon the repair proposal submitted by the selected contractor, the District may authorize the contractor to perform the repairs identified. In the event that the proposal is not accepted by the District, repairs may be made utilizing a separate contractor or school district personnel and repair parts.

Annual Inspection and Maintenance of Fire Extinguishers:

Inspections and testing may proceed on/about June 2, 2022 and are to be completed not later than August 8, 2022. School is scheduled to resume on/about August 12, 2022. Inspections and testing conducted during summer school hours or other summer activities shall be coordinated with individual school administration to not disrupt normal school activities. A twenty-four (24) hour in advance notice is required. Inspections and testing in buildings receiving construction shall be coordinated with the Operations and Maintenance Department for access and appropriate timeframes. Construction activities at some buildings may prohibit the completion of all

inspection and testing until after the August 8, 2022 date. Any such extensions beyond August 8th shall be mutually agreeable to both the District and selected contractor(s).

Subsequent year semi-annual inspections and testing shall be coordinated with the District based on school calendar dates for the applicable school year.

See **Attachment C** to provide quoted pricing for fire extinguishers.

ATTACHMENT B
PROPOSAL RESPONSE FORM

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

DATE: _____

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

TO: The Shawnee Mission School District

The Proposer, in compliance with your **Request for Proposal – Fire System Inspection Services**, and having reviewed the RFP 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, within the price stated in this RFP response. These prices are to cover all expenses incurred in providing the desired products and/or services.

Proposer 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: _____

ATTACHMENT C

COST CHARGES FORM

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

Based on the information listed in Attachment A and other section of this RFP, the District would like lump sum annual bids, for the first year of service, for the following service components. Additionally, the District would like the unit cost listed, should the District add or remove a unit from the service agreement.

If a vendor chooses not to bid on a particular service component, please mark this section as “N/A”:

- Annual Testing and Inspection Services for Fire Alarms:
Lump Sum Bid (\$_____)
Additional/Reduced Unit Cost (\$_____)
- Annual Testing and Inspection Services for Fire Sprinkler Systems:
Lump Sum Bid (\$_____)
Additional/Reduced Unit Cost (\$_____)
- Annual Testing and Inspection Services for Fire Hydrants:
Lump Sum Bid (\$_____)
Additional/Reduced Unit Cost (\$_____)
- Annual Testing and Inspection Services for Plumbing Backflow Devices:
Lump Sum Bid (\$_____)
Additional/Reduced Unit Cost (\$_____)
- Semi-annual Testing and Inspection of Hood Suppression System:
Lump Sum Bid (\$_____)
Additional/Reduced Cost (\$_____)
- Annual Inspection and Maintenance of Fire Extinguishers [please complete Tables A (“Annual Inspection/Services”) and B (“Fire Extinguisher Maintenance”):

A. Annual Inspection/ Services

	Type	Qty.	Unit Price	Ext Price
1.	Type ABC		\$	\$
	a. 2.5 pound	12	\$	\$
	b. 5 pound	1148	\$	\$
	c. 10 pound	464	\$	\$
	d. 20 pound	2		
2.	Type BC		\$	\$
	a. 5 pound	9	\$	\$
	b. 10 pound	0		
3.	Type C02		\$	\$

	a. 5 pound	16	\$	\$
	b. 10 pound	9	\$	\$
	c. 15 pound	4	\$	\$
	d. 20 pound	4		
4.	Type K		\$	\$
	a. 2.5 pound	9	\$	\$
	b. 6 Litre	49		
5.	Pressurized Water	1	\$	\$
	a. 2.5 gallon			
6.	Halon	3	\$	\$
	a. 5 pound			
(A) SUBTOTAL:			\$	

B. Fire Extinguisher Maintenance (Repair/Maintenance and Refill)

*Quantities indicated are based on an estimated quantity of 2% (or at least one of each applicable type) of extinguishers requiring this maintenance in the average year.

	Type	Qty.	Unit Price	Ext Price
1.	Type ABC			
	a. 2.5 pound	1	\$	\$
	b. 5 pound	25	\$	\$
	c. 10 pound	10	\$	\$
	d. 20 pound	1	\$	\$
2.	Type BC			
	a. 5 pound	1	\$	\$
	b. 10 pound	1	\$	\$
3.	Type C02			
	a. 5 pound	1	\$	\$
	b. 10 pound	1	\$	\$
	c. 15 pound	1	\$	\$
	d. 20 pound	1	\$	\$
4.	Type K			
	a. 2.5 pound	1	\$	\$
	b. 6 Litre	1	\$	\$
5.	Halon			
	a. 5 pound	1	\$	\$
(B) SUBTOTAL:			\$	

C. Six (6)-Year Maintenance for Dry Chemicals and Halon Units

*Quantities indicated are based on maintenance due for 2019 or an estimated 1/6 (or at least one of each type) of each extinguisher type requiring this maintenance in the average year, whichever is greater.

	Type	Qty.	Unit Price	Ext Price
1.	Type ABC			
	a. 2.5 pound	2	\$	\$
	b. 5 pound	192	\$	\$
	c. 10 pound	78	\$	\$
	d. 20 pound	1	\$	\$
2.	Type BC			
	a. 5 pound	1	\$	\$
	b. 10 pound	1	\$	\$
3.	Type K			
	a. 2.5 pound	0	\$	\$
	b. 6 Litre	0	\$	\$
4.	Halon			
	a. 5 pound	1	\$	\$
(C) SUBTOTAL:			\$	

D. Five Year Hydro Test for Co2 and K-Class Units

*Quantities indicated are based on approximately 1/5 (or at least one of each applicable unit type) of each extinguisher type requiring this test in the average year.

	Type	Qty.	Unit Price	Ext Price
1.	Type CO2			
	a. 5 pound	1	\$	\$
	b. 10 pound	1	\$	\$
	c. 15 pound	1	\$	\$
	d. 20 pound	1	\$	\$
2.	Type K			
	a. 2.5 pound	1	\$	\$
	b. 6 litre	11	\$	\$
(D) SUBTOTAL:			\$	

E. Twelve (12)-Year Hydro Test for Dry Chemical and Halon Units

*Quantities indicated are based on units due in 2014 or approximately 1/12 (or at least one of each applicable unit type) of each extinguisher type requiring this test in the average year.

	Type	Qty.	Unit Price	Ext Price
1.	Type ABC			
	a. 2.5 pound	1	\$	\$
	b. 5 pound	234	\$	\$
	c. 10 pound	66	\$	\$
	d. 20 pound	1	\$	\$

2.	Type BC			
	a. 5 pound	1	\$	\$
	b. 10 pound	1	\$	\$
3.	Halon			
	a. 5 pound	1	\$	\$
(E) SUBTOTAL:			\$	

F. Service Call Maintenance/Repair Requested by the District

*Quantities indicated are based on an average of 1% (or at least one of each type) of extinguishers requiring replacement in the average year.

Type	Qty.	Unit Price	Ext Price
1.	Type ABC		
	a. 2.5 pound	1	\$
	b. 5 pound	12	\$
	c. 10 pound	5	\$
	d. 20 pound	1	\$
2.	Type BC		
	a. 5 pound	1	\$
	b. 10 pound	1	\$
3.	Type CO2		
	a. 2.5 pound	1	\$
	b. 5 pound	1	\$
	c. 10 pound	1	\$
	d. 15 pound	1	\$
	e. 20 pound	1	\$
4.	Type K		
	a. 2.5 pound	1	\$
	b. 6 Litre	1	\$
5.	Halon		
	a. 5 pound	1	\$
(F) SUBTOTAL:			\$

G. Trip Fee/Stop Charge

*An estimated quantity of 8 trip charges (outside of those trips to be included as part of the annual inspection services) are anticipated during the average year.

Type	Qty.	Unit Price	Ext Price
1.	8 Trip Charges	8	\$
(G) SUBTOTAL:			\$

Attachment D

SITE LOCATION REFERNCE

The following table is provided to vendors as a courtesy, to determine site location and to make any desired notes.

	Facility	Address	Sprinkler	# of Hydrants	Fire Alarm	Fire Suppression System
1	East High School	7500 Mission Rd; PV				
2	Horizons High School	5900 Lamar Ave; Mission				
3	North High School	7401 Johnson Dr; OP				
4	Northwest High School	12701 W 67th St; SH				
5	South High School	5800 W 107th St; OP				
6	West High School	8800 W 85th St; OP				
7	Arrowhead Day Sch	6601 Santa Fe Dr; OP				
8	Broadmoor Tech Ctr	6701 W 83rd St; OP				
9	Aquatics Center	17251 W. 87th St; LX				
10	C Academic Achievement	8200 W 71st St; OP				
11	Transitional House	7011 Hadley St; OP				
12	Indian Creek Facility	4401 W 103rd St; OP				
13	North District Stadium	7401 Johnson Dr; OP				
14	South District Stadium	5800 W 107th St; OP				
15	CTC Police Dept SMSD	11475 W 93rd St; OP				
16	O&M - Supply Center	6445 Carter Ave, ME				
17	Soccer Complex	9300 Nieman Rd; OP				
18	Softball Complex	6101 Maurer Rd; SH				
20	New Westwood Elementary	4935 Belinder Av WW				
21	Carpenter Elementary	9700 W 96th St; OP				
22	Hocker Grove	10400 Johnson Dr; SH				
23	Indian Hills	6400 Mission Rd; PV				
24	Indian Woods	9700 Woodson Ave; OP				
25	Trailridge	7500 Quivira Rd; LX				
26	Westridge	9300 Nieman Rd; OP				
27	Apache	8910 Goddard St; OP				
28	Belinder	7230 Belinder Rd; PV				
29	Benninghoven	6720 Caenen Ave; SH				
30	Bluejacket Flint	11615 W 49 Terr; SH				
31	Briarwood	5300 W 86th St; PV				
32	Broken Arrow	5901 Alden Rd; SH				

33	Brookridge	9920 Lowell Ave; OP				
34	Brookwood	3411 W 103rd St; LW				
35	Comanche	8200 Grant Ave; OP				
36	Corinth	8301 Mission Rd; PV				
37	Crestview	6101 Craig Rd; Merriam				
38	Diemer	9600 Lamar Ave; OP				
39	East Antioch	7342 Lowell Ave; OP				
40	Highlands	6200 Roe Ave; Mission				
	Facility	Address	Sprinkler	# of Hydrants	Fire Alarm	Fire Suppression System
41	Lenexa Hills	8650 Haven St, LX				
42	Marsh	5642 Rosehill Rd; SH				
43	McAuliffe	15600 W 83rd St; LX				
44	Merriam Park	6100 Mastin St; Merriam				
45	Mill Creek	13951 W 79th St; LX				
46	Nieman	10917 W 67th St; SH				
47	Oak Park Carpenter	10000 Nieman Rd; OP				
48	Overland Park	8200 Santa Fe Dr; OP				
49	Pawnee	9501 W 91st St; OP				
50	Prairie	6642 Mission Rd; PV				
51	Rising Star	8600 Candlelight Ln; LX				
52	Roesland	4900 Parish Dr; RP				
53	Rosehill	9801 Rosehill Rd; LX				
54	Rushton	6001 W 52 St; Mission				
55	Santa Fe Trail	7100 Lamar Ave; OP				
56	Shawano	11230 W 75th St; SH				
57	Sunflower	8955 Loiret Blvd; LX				
58	Tomahawk	6301 W 78th St; OP				
59	Trailwood	5101 W 95th St; OP				
60	Westwood View	2511 W 50th St; WW				

Attachment E

Number and Location of Fire Hydrants

School number of and color/ location of hydrants:

Apache Elementary	1	(1) Yellow SE corner of building in front of circle drive
Belinder Elementary	1	(1) Red, South side of gym I flower bed/courtyard
Benninghoven Elementary	3	(1) yellow main sidewalk by marque, (1) yellow front walk center of main entrance, (1) Red Back lot, next to chain link fence/playground.
Bluejacket-Flint Elementary	4	(1) yellow Northwest corner of building; (1) yellow South Side in circle drive; (1) yellow Northeast corner of building by school sign;(1) yellow Southeast corner of building by dumpster enclosure
Briarwood Elementary	1	By Gym
Broken Arrow Elementary	3	(1) yellow West side in parking lot; North side in circle drive (south side); (1) Red Southwest corner upper playground.
Brookridge Elementary	1	(1) yellow; Northwest corner of gym
Brookwood Elementary	1	(1) Red, East side of building at sidewalk across from dumpster
Comanche Elementary	2	(1) Red Front of building at circle drive; (1) Red, Northwest side of building next to loading dock
Corinth Elementary	3	(1) Red, South side of building in island. (2) Yellow Mission Rd. sidewalk.
Crestview Elementary	2	(2) Yellow; First drive on Right, 2 nd top of hill entrance to drive.
John Diemer Elementary	2	(1) Yellow entrance to front circle drive, (1) SE corner of circle drive
East Antioch Elementary	1	(1) Red; SE corner of building by Gym
Highlands Elementary	2	(1) Red; next to front circle drive. (1) Red by loading dock
Lenexa Hills Elementary	2	NE corner of building (1) red; NW corner of building (1) red
Ray Marsh Elementary	4	(1) Red-Northeast side of circle drive (1) Yellow; Entrance to service drive 57 th street (1) Yellow; (1) yellow Southside of building next to dumpster.
Christa McAuliffe Elementary	2	(1) Red; North side of building by playground;(1) Red South side of building in circle drive.
Merriam Park Elementary		(1) Red Front circle drive, (1) Red South side of service entrance next to dumpster
Mill Creek	1	(1) Red, NW corner next to lower circle drive
Neiman Elementary	1	(1) yellow; West side by receiving dock area (1) yellow between playground entrance and main entrance on 67 th street.
Oak Park Carpenter Elementary	2	(1) Yellow; East & West sides in front of building.
Overland Park Elementary		(1) yellow; SE corner of building
Pawnee Elementary	0	
Prairie Elementary	1	(1) Yellow SE corner of lot 67 th and Mission Rd.
Rising Star Elementary	2	(1) Red West side of building by dock; Southwest corner of building by playground
Roseland Elementary	1	(1) Yellow NE corner of lot
Rosehill Elementary	2	(1) yellow entrance to service drive (1) Yellow on hill service drive by dumpster.
Rushton Elementary	1	Northwest corner of building.
Santa Fe Trail Elementary	1	(1) yellow; corner of teachers parking lot SE corner
Shawano Elementary	1	(1) yellow; SW corner on 75 th street.
Sunflower Elementary	2	(1) Red East side of building between playground (1) Yellow NW corner of front circle drive

Tomahawk Elementary	0	
Trailwood Elementary	0	
Westwood View Elementary	0	
Hocker Grove Middle School	2	(1) Red West side of building across from receiving room; (1) Red Northwest side of building North of New Gym.
Indian Hills Middle School	0	
Indian Woods Middle School	8	All Yellow around perimeter of property
Indian Creek Tech Center	2	(1) Red, West side across from Dock; (1) Red, East parking lot by retaining wall.
Trailridge Middle School	2	West side by receiving dock (1) red; (1) yellow main entrance.
Westridge Middle school	4	(1) Red Southwest corner of building by tennis courts; (1) Red Far Southwest corner of overflow parking lot; (1) Red North side of building; East end of building; Southeast corner of building by circle drive.
East High School	6	North side of pool; East side of Auditorium; East side of Library; North side 75 th street hilltop
Horizons High School	1	(1) Red; SW corner lower lot;
North High School	4	Red; Northwest corner of building; Red South side by auto shop; Red Southwest corner of tennis courts; Red receiving drive by pool.
Northwest High School	3	(1) yellow East side of main circle drive; (1) South side of drive by loading dock; (1) yellow circle drive West side by pool.
South High School	6	Three (3) on NE of the NW corner; Two (2) in front of building; One (1) West side of stadium All Yellow
West High School	5	Two (3) on south side of building One (1) on West side by auto shop. (1) Red Antioch lot SW side next to chain link fence.
CTC Police Dept.	0	
Aquatics Center	1	SW corner of building (1) yellow
Arrowhead Day School		
District Softball complex	2	One (1) Red Center of Parking lot; One (1) Red South side of Maintenance building
Broadmoor Tech. Center/		
Center for Academic Achievement	3	East side service drive (1) red; (1) red Main entrance west side; (1) red NW corner of building.
Operations and Main/Warehouse	2	(1) Red West side of building next to sliding chain link gate; (1) Red North end Center of building under canopy.
Westwood Broadcast Tower Facility	0	

TOTAL= 99 Hydrants

*As of 1-5-2021

ATTACHMENT F

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

Terms and conditions are requirements that are binding upon the selected contractor(s) and communicate Shawnee Mission School District's expectations of performance.

Contract Term: The term of any awarded contract will run from June 1, 2022 through May 31, 2023, with four annual (12-month) options to renew each year, as mutually agreed in writing by both parties, for a potential maximum of five (5) years, within terms negotiated as part of the resulting contract, and subject to applicable statutes and regulations.

Termination: Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. District reserves the right to cancel, for cause, the contract without prior written notification. Cause for termination shall include the following: 1) violation by Contractor of any applicable federal, state, or local law, regulation or ethical code; 2) Contractor's substantial under performance, and determined by District; or 3) failure to comply with the provisions of this contract. District shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: 1) makes written admission of its inability to pay its debts or obligations as they become due; 2) files a voluntary petition in bankruptcy; 3) is adjudicated as bankrupt or insolvent; 4) seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its business assets; 5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of the District; or 6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if the District decides to limit or discontinue its operation for any reason.

Modification of Contract: No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws, and Regulations: Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services: The District reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor.

Assignability: Neither this Contract nor any rights hereunder may be assigned by the Contractor without the District's prior written consent.

Insurance:

- (a) Contractor will continuously maintain and pay the premiums on automobile liability and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) coverage, as well as such other insurance as is required by Kansas law. Such insurance policy or policies shall list the School District, its Board of Education, and its employees as additional insureds. Such insurance policy must be endorsed. All policies of insurance required by this Agreement shall contain a clause indicating that the policy of insurance shall not be cancelable except upon thirty (30) days prior written notice of cancellation to School District.
- (b) Within thirty (30) days after the date of this Agreement, Contractor shall provide School District with a certificate or certificates of insurance evidencing the fact that the insurance coverage required by this section is in full force and effect. Contractor shall inform School District in writing within five (5) days after any change in the provisions of such insurance coverage and shall provide a new certificate of insurance within the same time period.

Payment Terms: 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.

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 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.