



**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: March 8, 2022 RFP NO. 22-017

RFP TITLE: **Elevator Maintenance Services**

Proposals will be accepted until:

Date: **April 6, 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 **Elevator Maintenance 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 **Tuesday, March 29, 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 30, 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, April 6, 2022**, and should be clearly marked “**RFP 22-017 Elevator Maintenance 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.

Pre-Proposal Site Visits:

It will be the responsibility of the Proposer to compare the specifications listed in this RFP with the work to be done, and inform themselves as to all conditions. Failure to do so will in no way relieve the selected Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the District. Proposers may make arrangements for inspection of schools by contacting the head custodian at each school. Any such pre-bid inspections shall be conducted during regularly occupied building hours, Monday – Friday.

It will be the responsibility of Proposers to compare the specifications with the work to be done, and inform themselves as to all conditions. Failure to do so will in no way relieve the successful Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the District.

SPECIFICATIONS

Scope of Proposal:

The District would like to contract with a vendor to provide for **Elevator Maintenance 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 July 1, 2022 through June 30, 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. Initial contract pricing will remain the same for the initial annual contract period and any subsequent first and second annual renewals, with no more than a maximum 5% increase, based on initial annual contract pricing, allowed in any subsequent third and fourth annual renewals.

Terms and Conditions:

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

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 bid 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/or services listed in **Attachment A**. Give examples of experience for similar products and/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 to implement services, service response times, and your firm's ability, to provide the desired services and products desired by the District. 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 products/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 D**). The selected vendor(s) agrees not to assign or subcontract any part of a 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 and qualifications.

ATTACHMENT A

DESIRED SERVICES AND REQUIREMENTS

The District is seeking proposals from qualified vendors for elevator maintenance services as outlined below.

Service Period

The selected Contractor will be given notice to proceed and shall begin providing contractual service for twelve (12) months commencing July 1, 2022 through June 30, 2023, with any subsequent annual renewals running from July to June of each year.

An annual certification inspection of each elevator shall be completed in July or August in all municipalities requiring annual inspection certifications.

Payment

Payment for services will be made on a monthly schedule dividing the annual payments into twelve (12) equal installments per year.

Service to be Provided

SMSD requires the number of inspections per year dictated by code per the administrating cities in the Shawnee Mission School District. Overland Park, Shawnee, Merriam, Lenexa, Leawood, Roeland Park, Prairie Village, Mission, Westwood and Mission Hills.

The selected Contractor shall perform all work necessary to provide the following:

Monthly Examination

- (1) This inspection and lubrication service shall include all labor necessary to make one (1) inspection of each elevator; clean, examine, lubricate all machine room equipment, hoistway and pit. An annual brushing-down of hoistway, car top, pit and hoistway sills shall be included and be performed before commencement of the fall term.
- (2) Make all minor adjustments to maintain equipment in satisfactory operating condition, including, but not limited to, controllers and operating switches, guide shoes or roller guides; leveling switches on car and in the hoistway including cams and rollers; hall and car operating pushbuttons and pilot lights; safety shoes and linkages; interlocks and automatic door operator equipment, including control equipment; plunger packing glands, pumps, pump motors, valves and valve operators (except where disassembly is required). Where applicable to maintain the original contract speed in feet per minute, the original performance time, including acceleration, and retardation as designed, and installed by elevator company, and to perform the necessary adjustments as required to maintain the original door opening and closing time within limits of applicable codes. Repair parts and their installation

shall be included when making minor adjustments to maintain equipment in safe and satisfactory operating condition. The cost of replacement or oildraulic fluid is a part of this contract. The fluid collected from the cylinder head shall be filtered and reused.

- (3) Where applicable, to make necessary relief valve test and adjustments in accordance with latest local and ANSI code requirements.

The selected Contractor shall furnish to District a written statement by August 15th each year of the contract, that the elevators have been tested and do comply with the above-specified requirements.

- (4) Maintain an adequate supply of metal and carbon contacts, contact insulators, springs, holders, ARC deflectors, distance pieces for all switches, coils, leads, and motor brushes, lubricants, wiping cloth, cleaning materials, and other minor parts in a metal cabinet located in each elevator machine room for the performance of routine preventive maintenance.
- (5) This monthly service shall be provided during normal working days and hours on approximately the same day of each month. Regular time minor adjustment call back service is included in the contract.
- (6) After the regular July inspection, the selected contractor shall submit a written report listing the recommended improvements, major repairs, or updating of controls for better performance on each elevator or as required to comply with current code updates or changes. The report must include an estimated price for the work noted in the report. This report is to be submitted to the Operations and Maintenance Office; 6445 Carter Ave; Shawnee Mission KS 66203; Attn: Utility Foreman.
- (7) The selected Contractor shall maintain a log in each machine room showing the date of the inspection and service calls. The selected Contractor, along with the monthly invoice, will provide a signed monthly service call ticket to Operations and Maintenance Office; 6445 Carter Ave; Shawnee Mission KS 66203; Attn: Utility Foreman.
- (8) During a routine inspection, if the contractor determines an elevator unsafe and/or in need of major repairs, he shall immediately place the elevator in an inoperable mode; and contact the District's Operations and Maintenance Office (913.993-8500) to advise of the necessary repairs and estimated costs.
- (9) Emergency calls involving persons occupying an inoperable elevator cab must be answered, at the site, by a serviceman **within thirty (30) minutes** after the call is placed by the owner to the contractor.

All other types of emergency calls must be answered, at the site, by a serviceman within one and one-half (1½) hours after the call is placed by the owner to the selected contractor. The District determines what constitutes an emergency.

- (10) Upon completion of each service, a service report will be sent immediately to the Operations and Maintenance Office; 6445 Carter Ave; Shawnee Mission KS 66203; Utility Foreman.
The report will include a brief statement regarding the malfunction and the repairs made, as well as a listing of any need for more permanent repairs.
- (11) Schematics must be kept in controller cabinet at all times.
If during the length of this contract any of the schematic should come up missing, it will be the responsibility of the selected Contractor to replace the schematic at no cost to the district.
- (12) Elevator emergency phones should be tested to confirm no disruption in monitoring service has occurred per ANSI code requirements.
- (13) Verify elevator door key is located in elevator control room. Missing keys should be replaced by the selected Contractor within one week of inspection.

The District has the right to make inspections and tests as deemed necessary to verify that the requirements of this contract are being fulfilled by the selected Contractor. Should it be determined that the requirements, herein specified, are not being satisfactorily maintained, the selected Contractor shall immediately place the elevators in condition to meet these standards without additional cost to the owner.

Regulations

The selected contractor shall assume all responsibility and costs in compliance with Federal, state, and local regulations or Equal Opportunity Employment, antidiscrimination, safety and other regulations.

Elevator Building Equipment List

A list of elevator equipment by building location is provided in **Attachment D**.

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 – Elevator Maintenance 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 a **lump sum annual bid for all products/services** with the understanding that initial contract pricing will remain the same for the initial annual contract period and any subsequent first and second annual renewals, with no more than a maximum 5% increase, based on initial annual contract pricing, allowed in any subsequent third and fourth annual renewals.

As noted in **Attachment A**, the District desires that payments occur on a monthly schedule, dividing the annual payments into twelve (12) equal installments per year.

Lump Sum Annual Bid:

Lump Sum Bid for Annual Services (12 Month Period)
July 1, 2022 – June 30, 2023

\$ _____

Attachment D – Elevator Building Equipment List

Location	Equipment	Equip. ID	Equip Type	Equip Mfg	Street	City
5174009	APACHE ELEMENTARY SCHOOL - PASS ELEV	20348790	HP	THYSSEN	8910 GODDARD	OVERLAND PARK
	Nov-20 AQUITIC CENTER PASSENGER INSIDE				17251 W 87TH ST	LENEXA
	Nov-20 AQUITIC CENTER PASSENGER GUARAGE				17251 W 87TH ST	LENEXA
5202200	BELINDER ELEMENTARY - PASS ELEV	20320879	EP	KONE	7230 BELINDER AVE	PRAIRIE VILLAGE
5244059	BENNINGHOVEN	42775070	ECOSPACE	KONE	6720 CAENEN	SHAWNEE
5242266	BRIARWOOD ELEMENTARY - PASS ELEV	42960184		OTIS	5300 W 86TH	PRAIRIE VILLAGE
5174014	BROADMOOR TECH CENTER-PASSENGER ELEV	20263912	HP	OTHER	6701 WEST 83RD STREET	OVERLAND PARK
5174013	BROKEN ARROW ELEMENTARY - PASS ELEV	20263911	HP	OTHER	5901 ALDEN	SHAWNEE
1/1/2020	BROOKWOOD ELEMENTARY - PASS ELEV			TYSSEN KRUMPP	3411 w 103RD	LEAWOOD
5247494	CENTER FOR ACADEMIC ACHIEVEMENT #1 PASSENGER	43266414		SCHINDLER	8200 W 71st	OVERLAND PARK
5247494	CENTER FOR ACADEMIC ACHIEVEMENT #2 PASSENGER	43266415		SCHINDLER	8200 W 71st	OVERLAND PARK
5174004	COMANCHE ELEMENTARY - PASSENGER ELEVATOR	20289490	HP	SCHINDLER	8200 GRANT	OVERLAND PARK
5174004	CORINTH ELEMENTARY - PASSENGER ELEVATOR	20263915	HP	OTHER	8301 MISSION ROAD	PRAIRIE VILLAGE
5174015	HIGHLANDS ELEMENTARY - PASSENGER ELEV	20326888	HP	THYSSEN KRUPP	6200 ROE AVENUE	MISSION
5174022	HOCKER GROVE MIDDLE SCHOOL - Pass Elevat	20263929	HP	OTHER	10400 JOHNSON DRIVE	SHAWNEE
5174021	HORIZONS HIGH SCHOOL - PASSENGER ELEV	20263944	HP	KONE	5900 LAMAR	MISSION
5174034	INDIAN CREEK ADMIN OFFICES - PASS ELEV	20263884	HP	KONE	4401 WEST 103RD STREET	OVERLAND PARK
10/1/2019	INDIAN HILLS MIDDLE SCHOOL - PASS ELEV			SCHINDLER	6400 MISSION RD	PRAIRIE VILLAGE
5174003	INDIAN WOODS MIDDLE SCHOOL - PASS ELEV	20263882	HP	DOVER	9700 WOODSON	OVERLAND PARK
8/9/2019	LENEXA HILLS ELEMENTARY - PASS ELEV				8650 HAVEN ST.	LENEXA
5174001	MARSH ELEMENTARY SCHOOL-PASS ELEV	20264022	HP	OTHER	5642 ROSEHILL ROAD	SHAWNEE
5174038	MERRIAM PARK ELEMENTARY - PASS ELEV	20273820	HP	DOVER	6100 MASTIN	MERRIAM
5174036	MILL CREEK ELEMENTARY - PASSENGER ELEV	20263908	HP	DOVER	13951 WEST 79TH STREET	LENEXA
5174010	NIEMAN ELEMENTARY SCHOOL-PASSENGER ELEV	20289713	HP	THYSSEN KRUPP	10917 WEST 67TH STREET	SHAWNEE
5174037	OAK PARK-CARPENTER ELEM - PASSENGER ELEV	20273821	HP	DOVER	10000 NIEMAN ROAD	OVERLAND PARK
5174029	OVERLAND PARK ELEMENTARY - DMC	20263931	HP	OTHER	8150 SANTE FE DRIVE	OVERLAND PARK
5174023	PRAIRIE ELEMENTARY - PASSENGER ELEVATOR	20263888	HP	OTIS	6642 MISSION ROAD	PRAIRIE VILLAGE
5174005	ROESLAND ELEMENTARY - PASSENGER ELEVATOR	20289493	HP	SCHINDLER	4900 PARISH DRIVE	ROELAND PARK
5184837	SHAWANOE ELEMENTARY - PASSENGER ELEVATOR	42689307		TKE	11230 W 75TH	SHAWNEE
5060465	SM EAST HIGH SCHOOL - PASS	20095397	HP	VERTITRON	7500 MISSION RD	PRAIRIE VILLAGE
5058073	SM EAST HIGH SCHOOL-SERV	20090343	HP	ROTARY	7500 MISSION RD	PRAIRIE VILLAGE
5238460	NORTH STADIUM - STADIUM	20240818	HP	KONE	7401 JOHNSON DR	OVERLAND PARK
5058073	SM NORTH HIGH SCHOOL - PASS	20203823	HP	GLOBE	7401 JOHNSON DR	OVERLAND PARK
5060465	SM NORTHWEST HS - #3 PA ADD	20263875	HP	DYNATRON	12701 WEST 67TH STREET	SHAWNEE
5173901	SM NORTHWEST HS -#1 PASS(F)	20263868	HP	DYNATRON	12701 WEST 67TH STREET	SHAWNEE
5173901	SM NORTHWEST HS-#2 KITCHEN	20298627	HP	DYNATRON	12701 WEST 67TH STREET	SHAWNEE
5245914	SOUTH STADIUM	42954137	ECOSPACE	KONE	5800 WEST 107TH STREET	OVERLAND PARK
5173900	SM SOUTH HIGH SCHOOL - PASS	20348782	OT		5800 WEST 107TH STREET	OVERLAND PARK
5173900	SM SOUTH HS - PASSENGER ELEV	20263867	HP	ALLIED	5800 WEST 107TH STREET	OVERLAND PARK
5173900	SM WEST HS - NEW PASSENGER	20289748	HP	THYSSEN KRUPP	8800 WEST 85TH STREET	OVERLAND PARK

5173898	SM WEST HS - PASS ELEV	20263841	HP	RAFINER	8800 WEST 85TH STREET	OVERLAND PARK
5173898	SM WEST HS - SERVICE ELEV	20263842	HP	RAFINER	8800 WEST 85TH STREET	OVERLAND PARK
5173898	SUNFLOWER ELEMENTARY - PASSENGER ELEV	20263936	HP	OTHER	8955 LOIRET BLVD	LENEXA
5174028	TRAILRIDGE MIDDLE SCHOOL - PASS ELEV	20263883	HP	ALLIED	7500 QUIVIRA ROAD	SHAWNEE MISSION
5174002	TRAILWOOD ELEMENTARY SCHOOL - PASS	20263934	HP	OTIS	5101 WEST 95TH STREET	OVERLAND PARK
5174025	WESTRIDGE MIDDLE SCHOOL - PASS ELEV	20348788	HP	SCHINDLER	9300 NIEMAN ROAD	OVERLAND PARK
5174008	WESTRIDGE MIDDLE SCHOOL - SOCCER COMPLEX	20263914	OT	Chair Climber	9300 NIEMAN ROAD	OVERLAND PARK

ATTACHMENT E

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 July 1, 2022 through June 30, 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. Initial contract pricing will remain the same for the initial annual contract period and any subsequent first and second annual renewals, with no more than a maximum 5% increase, based on initial annual contract pricing, allowed in any subsequent third and fourth annual renewals.

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 Requirements:

- A. **Worker's Compensation Insurance:** Worker's Compensation and Employer's Liability Insurance as required by law to cover fully all employees.
- B. **Bodily Injury and Property Damage Insurance:** A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide a minimum coverage of \$1,000,000 for each person, with an aggregate of \$1,000,000 for property damage arising from one accident, with not less than \$1,000,000 aggregate damages to, or destruction of, property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than \$1,000,000 bodily injury and \$1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired, or nonowned.
- C. **Special Insurance:** Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of \$1,000,000 for the following hazards:

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the contractor's operations, or injury to or destruction of property above or below ground resulting therefrom.

Property damage insurance shall also cover the collapse of, or structural injury to, any building or structures on or adjacent to the owner's premises, or the injury to or destruction of equipment and/or property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavation below the ground, where the construction of a new structure or the demolition of any existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, and existing structure or structures.

- D. **Subcontractor's Insurance:** If a part of this contract is sublet, the contractor shall either cover any or all subcontractors in his insurance policies; or required each subcontractor to secure insurance which will protect him against all applicable hazards not covered by the contractor's policies.

Certificate and Maintenance of Insurance: The contractor shall submit a copy of the of Certificate of Insurance to the District. The required insurance shall be maintained in force until the contract is completed or terminated.

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.