


**SHAWNEE MISSION  
SCHOOL DISTRICT**

Return sealed envelope to:

Shawnee Mission School District  
Purchasing Department  
8200 W. 71<sup>st</sup> Street  
Shawnee Mission, Kansas 66204

**ATTN: Reed Beebe**

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

DATE: January 3, 2023    BID NO. 23-001

BID TITLE: **Ice Melt**

Bids will be accepted until and then publicly opened on:

Date: **January 19, 2023**

Day: **Thursday**

Time: **10:00 a.m. CST**

Location: **Room 1050**

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

### **General Instructions:**

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

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

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

### **Official Contact:**

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

Reed Beebe  
Shawnee Mission School District  
8200 W. 71<sup>st</sup> Street  
Shawnee Mission, KS 66204  
913-993-6475  
[purchasing@smsd.org](mailto:purchasing@smsd.org)

All questions concerning this ITB must be received no later than **Wednesday, January 11, 2023 by 4:00 p.m. CST**. The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Thursday, January 12, 2023 by 4:00 p.m. CST**.

### **Addenda/Cancellation/Notice of Award and Bid Results:**

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

**View Page.**) Also, applicable final award decisions/bid results will be posted at this site. In addition to this site, all Bidders who responded to the ITB will be notified in writing of the District's award decision.

### **Clarification of Bids:**

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

### **Method of Selection:**

Award will be made to the lowest responsible Bidder(s). Although the District intends to select one Bidder to provide all products and related services listed in this ITB, the District reserves the right to make a split-award decision among multiple vendors, or no-award decision, based on the District's needs.

### **Confidentiality of Information:**

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

### **Appeal of Award:**

An unsuccessful Bidder disputing an award decision may submit an appeal in writing to the District's Chief Financial Officer via [purchasing@smsd.org](mailto:purchasing@smsd.org). An appeal alleging irregularities or improprieties during the procurement process must be received by the Chief Financial Officer within five working days after the award is made (that is, approved by the District's Board of Education), and must describe the basis for the appeal, and must include all arguments and evidence the disputant wishes the Chief Financial Officer to consider. Keeping track of the date an award is made, via the District's website as outlined under the section "**Addenda/Cancellation/Notice of Award and Bid Results,**" shall be the responsibility of the disputant.

### **Bid Response Instructions:**

The District is currently transitioning to the electronic bidding system **Public Purchase**. During this transition, the District prefers that bids be submitted electronically as outlined in **Attachment C**.

However, vendors wishing to submit sealed hard copy bids may still do so during this transition period by following the instructions below:

Please submit two (2) print copies of your bid response, following the process outlined below. **The bid response must be received by the District on or before 10:00 a.m. CST, January 19, 2023.** Send proposals to the following address:

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

**Please note that vendors may request a copy of this ITB in Word format by emailing [purchasing@smsd.org](mailto:purchasing@smsd.org).**

Bid responses will only be accepted in hardcopy format and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in sealed envelope or box. Electronic delivery outside of Public Purchase (i.e. email or fax) will not be accepted. Received bids are currently scheduled to be publicly opened in **Room 1050 on January 19, 2022 at 10:00 a.m. CST.**

Envelopes containing bids should be sealed **and marked on the lower left-hand corner** on the front of the sealed envelope with the **firm name** and **address of the bidder**, bid control number (“23-001”), bid opening date (currently, **January 19, 2023**), and bid opening time (currently, **10:00 a.m. CST**).

- A. No attempt will be made to provide special internal mail service for such documents.
- B. Bids not at the appointed place at time of bid opening will be rejected.
- C. Faxed Bid/Proposals will not be accepted as sealed bids.

If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Department by the Administrative Mail Center. It is the responsibility of the Bidder to ensure delivery of bids to the Purchasing Department. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

**Bid results will be posted on the [smsd.org](https://www.smsd.org) website shortly after an award decision has been made. Go to About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page.**

Additionally, you may review the bid results in the Purchasing Department during the hours of 8:00 AM to 4:30 PM.

## **SPECIFICATIONS**

### **Scope of Bid:**

The District would like to purchase approximately **2,500** bags of ice melt per year. Due to the District’s warehouse capacity, the District typically orders about **700** bags at a time as needed, over the course of the District’s school year.

An outline of desired bag size, and other desired product features, is provided in **Attachment A**. Any applicable brands and models listed in Attachment A have been tested and approved by District staff; vendors are welcome to propose pricing for equivalent brands, models, and specifications, with the understanding that these alternatives may require testing and review by the District to evaluate product equivalency; such equivalency determination will be at the sole discretion of the District.

### **Bid Response Form:**

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

### **Terms and Conditions:**

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

### **Special Conditions:**

The quantities listed in this ITB represent a good-faith estimate of the District’s current annual usage. However, the quantities listed are not a guarantee of specific order quantities, and the District may alter the quantities ordered, based on District needs, and communicate such changes to the selected Bidder(s) prior to requesting an order shipment.

The District shall have the right to return/cancel payment on any items that do not meet the District's needs as outlined in the ITB or through subsequent written communications between the District and the selected Bidder(s). Also, the District reserves the right to discontinue planned future orders if the quality of products and services does not meet the District's needs.

Initial orders will be made in the District's current fiscal year (July 1, 2022 through June 30, 2023) and quoted pricing shall remain firm during this period. The District reserves the right to renew annual service with the selected Bidder(s) for up to four (4) renewals of annual service under the following conditions:

- Any annual price increases shall not exceed to the annual Consumer Price Index rate as of June of the preceding fiscal year;
- Services and products remain satisfactory;
- Both parties agree to the renewal in writing (email, acceptance of purchase order, etc.)

The District may require that select Bidder(s) provide physical samples of the Bidder(s)' proposed ice melt brands for review and evaluation. Any such sample requests shall be provided promptly to the District, at the Bidder(s) expense.

**The District desires that the selected Bidder(s) be able to ship all ordered ice melt items no later than fourteen (14) calendar days after receiving a purchase order from the District, although the District may consider longer delivery time frames. Delivery timeframes may be considered by the District in awarding a contract for the purchase of the items listed in this ITB.**

## ATTACHMENT A

### DESIRED EQUIPMENT AND REQUIREMENTS

Any applicable brands and models listed below have been tested and approved by District staff. Bidders are welcome to propose pricing for equivalent brands, models, and specifications, with the understanding that these alternatives may require testing and review by the District to evaluate product equivalency; such equivalency determination will be at the sole discretion of the District.

Product samples are not required to be submitted at this time. If desired, the District may contact select vendors to request product samples before making a contract award decision.

Please note that the District has a strong preference that it be invoiced for payment after delivery/completion of all desired products.

The quantities presented in this RFI are good-faith estimates of current needs, and do not represent a guarantee of specific quantities. Specific order quantities will be outlined via a purchase order issued to the selected Bidder(s).

The District currently orders approximately **2,500 bags of ice melt per year**. Due to the District's warehouse capacity, the District typically orders about **700 bags** at a time, over the course of the District's school year.

### **Desired Products/Features (or equivalent):**

**50 pound bags of 0-0-62 100% Potassium Chloride Ice Melt**

### **Other Requirements:**

#### **Hold Harmless:**

The selected Bidder(s) agrees to protect, defend indemnify and hold the District's Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof.

**ATTACHMENT B**  
**BID RESPONSE FORM**

**\*Please note that vendors may request a copy of this ITB in Word format by emailing [purchasing@smsd.org](mailto:purchasing@smsd.org).**

DATE: \_\_\_\_\_

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

TO: The Shawnee Mission School District

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

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

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Submitted by authorized representative:

Firm: \_\_\_\_\_ FEI/SSN \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Required Bid Information:**

**\*Delivery Schedule:** Please advise on estimated time for products to be delivered to the District, after a purchase order has been issued by the District and delivered to your firm; delivery timeframes may be considered in awarding a contract:

- **Estimated Time for Products to Be Delivered:** \_\_\_\_\_

**\*Costs:** Please provide cost information in the format of **Attachment E**. It is advised that interested vendors contact [purchasing@smsd.org](mailto:purchasing@smsd.org) to request a copy of **Attachment E** in Excel format, although vendors may submit pricing in an equivalent format.

## ATTACHMENT C

### VENDOR INSTRUCTIONS FOR SUBMITTING BIDS VIA PUBLIC PURCHASE

The District will be using Public Purchase, a free web-based e-Procurement service. Vendors submitting bids via Public Purchase will need to follow the two-step registration instructions detailed below. Please register as soon as possible so that you have access to the District's bids and bid notifications.

#### INSTRUCTIONS

##### 1. Register with Public Purchase:

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know your account is activated. Be sure to add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

*If you are already registered with Public Purchase, please proceed directly to step 2.*

##### 2. Register with The Shawnee Mission School District:

1. Once you have received your activation email from Public Purchase log in to [www.publicpurchase.com](http://www.publicpurchase.com) and accept the terms and conditions of use.
2. Click on the "Tools" tab located on the far right of the menu header.
3. On the new list of sub-tabs, click on "Agencies"
4. Search for the agency: **Shawnee Mission School District** - Make sure the Registration Status field is set to "All"
5. Once you find the result, please click on the [Register] tab on the far right of the agency name.
6. Complete the registration steps with the agency.

*It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities via Public Purchase from the **Shawnee Mission School District**. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.*

##### *Why the switch?*

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by government agencies and their vendors.

***Benefits to Vendor***

**This eProcurement system will create a single location in which to view open bids and award information for previous bids issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities.**

*All of this is provided at no charge to you.*

**If you need any assistance with this process please contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com) or use their Live Chat during business hours. It can be found in the upper left corner of the web site.**

**NOTE:** At this time, the District is transitioning to Public Purchase, and hard copy bids may be submitted as outlined in the ITB under “**Bid Response Instructions.**” The District hopes to have a preliminary bid summary sheet – that would include both electronic bids submitted via Public Purchase and hard copy bids submitted to the District – prepared one business day after the bid due date.



## ATTACHMENT D

### STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

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

1. Shawnee Mission School District ("the District") reserves the right to accept or reject all or any part of any bid, to waive any irregularities and to award items to best serve the interest of the District. This solicitation implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.
2. Each bid must be completed on the District's bid forms, or equivalent documentation provided by the Bidder that provides the same required information.
3. **ANY APPLICABLE FREIGHT/SHIPPING COSTS MUST BE NOTED IN THE BID RESPONSE.**
4. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid. (If the bid specifies no substitutes, alternates will not be considered.)
5. Cash discounts and delivery timeframes may be considered in awarding a contract.
6. Deliveries shall be F.O.B. SMSD, stated location, freight prepaid. Title does not transfer to the District until received at same.
7. Prices quoted shall remain firm for 90 days or until Bidder's offer is accepted, whichever is first, by District. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a District purchase order or other formal written contract. Prices beyond acceptance of Bidder's offer shall be conditional on any additional terms, conditions and/or specifications as set forth herein.
8. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material on the bid.
9. The Bidder represents that the price or prices specified do not exceed the Bidder's current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
10. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. The District reserves the right to make final decisions as to comparable items. Bidder should be very certain that items upon which it bids, and delivers are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier at supplier's request and expense.
11. When submitting a substitute article as equal, the full name and illustrated description must be given. The District's Board of Education and/or the District administration reserves the right to decide upon its suitability for the intended use and if it is of equal

- quality. Upon request, samples of substitute articles must be submitted. All substitutions after award of the bid must be approved by the District prior to shipping.
12. The District reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.
  13. Date of receipt will be considered the effective date all goods and invoices are received.
  14. Deliveries under the terms of this bid will be in accordance with the dates indicated, therein, except where no date is indicated, the selected Bidder(s) will enter the earliest assured date. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the selected Bidder's best offer. In its acceptance of any offer, the District is relying on the promised delivery date and/or installation of material and unless otherwise indicated. In the event of the selected Bidder(s)'s failure to deliver as and when promised, the District reserves the right to cancel its accepting order, or any part thereof, and the selected Bidder(s) agrees that the District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such a failure to deliver as promised. All goods are subject to inspection and return at the vendor's expense if found to be inferior to those specified or promised.
  15. The District shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.
  16. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
  17. In the event that this purchase requires performance of services by the selected Bidder(s)'s employees, or persons under contract to the selected Bidder(s), to be done on Purchaser's property, the selected Bidder(s) agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District.
  18. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate District-issued purchase order number on the outside.
  19. The selected Bidder(s) shall not limit or exclude any implied warranties and any attempt to do so shall render the resulting contract void at the option of the District. The selected Bidder(s) warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the bid.
  20. The selected Bidder(s) shall provide the standard patent infringement indemnity clause which shall hold and save the District's Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or use, in the performance of the contract, including its use by the District's Board of Education.
  21. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time within thirty days after delivery. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

22. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
23. Rejected items will be held at the selected Bidder(s)'s risk and expense. No replacement of defective items shall be made by the selected Bidder(s) unless agreed to by a Board of Education representative in writing.
24. Payment of the Bidder(s)'s invoices is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.
25. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
26. When a bid bond is required, bid bonds shall be written by a surety or bonding company licensed to operate in the State of Kansas and approved by the District. All bid bonds must be made payable to Shawnee Mission Public Schools - NOT THE STATE OF KANSAS. Cashier checks and certified checks should be made payable to "Shawnee Mission U.S.D. #512."
27. Each contractor shall be responsible for providing his/her own worker's compensation and liability insurance coverage and for assuring that any sub-contractor performing services as part of this contract, under their auspices, shall be covered under their own worker's compensation and liability insurance coverage, or that of the contractor.
28. If bid is accepted, the District must be supplied with the District's employer identification number or social security number, per IRS regulations.
29. Samples, when requested, shall be furnished within 7 calendar days of the request at no expense to the District. If not destroyed during examination, samples will be returned at vendor's expense.
30. The laws of the State of Kansas shall govern any contract resulting from this bid.
31. Unless otherwise specified herein, payment shall be made within 30 days after District's receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by the district.
34. Contractor and Vendor Code of Conduct:

Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district properties:

  - A. Physical or verbal contact with students or non-designated staff.
  - B. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form

- acknowledging no tobacco use on the property. Violators may be required to leave the work site.
- C. Drugs and/or alcohol consumed or present on district properties.
  - D. Firearms and hunting items.
  - E. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

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

**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## ATTACHMENT E - ICE MELT - COST CALCULATION SPREADSHEET

Product Specifications	Bag Size	Chemical Ratio	Cost Per Bag	Cost for 2,500 Bags (estimated annual purchase)
<b>Example of Ice Melt Cost Calculation</b>	<b>50 lbs.</b>	<b>0-0-62 100% Potassium Chloride</b>	<b>\$26.00</b>	<b>\$65,000.00</b>
Vendor's Product Information				<b>\$0.00</b>

<b>TOTAL FOR 2,500 Bags</b>	\$0.00
Shipping Charges (if applicable)	\$0.00
Other Costs (if applicable). Please specify, if needed.	\$0.00
<b>TOTAL COSTS FOR ICE MELT</b>	\$0.00

<b>Desired Product Specifications (or equivalent)</b>
<b>Bag Size:</b> 50 pounds
<b>Chemical Ratio:</b> 0-0-62 100% Potassium Chloride

**Note:** Due to warehouse capacity, the District typically orders about 700 bags at a time.

Please provide cost information in the format of **Attachment E**. It is advised that interested vendors contact [purchasing@smsd.org](mailto:purchasing@smsd.org) to request a copy of **Attachment E** in Excel format, although vendors may submit pricing in an equivalent format.