



**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: August 2, 2023 RFP NO. 23-017

RFP TITLE: **Wireless Microphone Solution**

Proposals will be accepted until:

Date: **September 6, 2023**

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 a **Wireless Microphone Solution** 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, August 21, 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 **Wednesday, August 23, 2023 by 4:00 p.m. CST**.

NON-MANDATORY PRE-PROPOSAL MEETING:

The District will have a non-mandatory pre-proposal meeting on **August 11, 2023 at 11:00 am CST in Room 112A** at the following address: Shawnee Mission School District, 8200 W. 71st Street, Shawnee Mission, KS 66204. **While this pre-proposal meeting is not mandatory, attendance is strongly encouraged.**

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:

While the District intends to award one vendor a contract for all services/products listed in this RFP, the District reserves the right to accept or reject any or all proposals, to make a partial award, to make a multiple vendor award, or to make no award. The acceptance or rejection of any or all proposals and the making of an award, partial award, or no 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.

Appeal of Award:

An unsuccessful Proposer disputing an award decision may submit an appeal in writing to the District's Chief Financial Officer via 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 argument 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.

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, scope of work, and the terms and conditions listed in the RFP.

Confidentiality of Information:

The District is a state agency, and information submitted to the District in response to District solicitations for product or service information is generally a public record. Accordingly, no response shall restrict the District's ability to produce the solicitation response and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*)

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, September 6, 2023**, and should be clearly marked "**RFP 23-017 Wireless Microphone Solution**".

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 a **Wireless Microphone Solution** 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 date of award through June 30, 2024, or until completion of all services and deliverables, whichever occurs first. The contract term may be extended as mutually agreed by both parties in writing.

Contract Components:

This RFP, the successful proposal(s)'s response thereto, and any additional written modifications and/or stipulations agreed upon the District and the selected vendor(s) will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved by both parties in writing.

Adjustment of Services:

The District reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the selected vendor(s). If the selected vendor(s) does not complete the desired task(s) within the schedule time frame for an extended period, the District may obtain another contractor to complete the task(s). The cost of obtaining another contractor for these services will be deducted from any costs owed by the District the selected vendor(s).

Terms and Conditions:

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

Permits and Licenses:

The selected vendor(s) will obtain and pay for all permits and licenses required by law that are associated with the selected vendor(s) performance of services as listed in this RFP.

Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. **The Proposer may suggest alternative terms (insurance requirements, termination requirements, etc.) for the District's consideration, but the Proposer must 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 to 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. 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 resulting contract without express written approval of the District.

References:

Proposer should submit information regarding three (3) comparable projects 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 a qualified vendor(s) to provide a wireless microphone solution for its Board of Education (BOE) conference room (“Board Room”) located in Room 112A of the Center for Academic Achievement (CAA) building, 8200 W. 71st Street, Shawnee Mission, KS 66204. The District’s BOE generally holds public meetings in the Board Room twice a month; presentations and comments from senior administrators (Superintendent, Chief Financial Officer, etc.) occur at these meetings. While BOE members have dedicated, fixed and wired microphones on a dais, the current microphone deployment for District staff in the Board Room is cumbersome; District staff do not have static desktop microphones, instead using microphones that have to be temporarily wired and then unwired for each meeting.

The District desires the ability to use wireless desktop microphones that can be deployed and removed as needed for BOE meetings. The District desires a wireless microphone solution that outlines the purchase and installation of fourteen (14) wireless microphones and receivers for these desktop microphones. **NOTE:** The District anticipates that the fourteen (14) wireless microphones will utilize fourteen (14) corresponding receivers; however, the District is aware that there are solutions that may utilize fewer receivers. The District is open to considering such solutions, so long as the sound quality and user experience are not significantly impacted.

While the District currently has no preferred make or model for the microphones and receivers, the microphones and receivers would need to be integrated with the District’s current Crestron/distributed microphone system/hearing assist systems in the Board Room. A list of current systems follows:

- **Crestron e Series Advanced Control Processor AV3**
- **Crestron High Def Digital Distribution DM-MD8X8**
- **Tesira Server – 10 Biamp**

Installation Requirements:

- A project manager is required to coordinate all work and provide regular updates.
- Any voids in walls, ceilings, or floors, if applicable, must be repaired to match the surrounding surfaces.
- Installation and related work must occur during scheduled hours, to ensure that the Board Room is available to the District as needed.
- Installation cannot interfere with regularly scheduled meetings – all existing technology must remain functional for the duration of this project.
- The project’s planning and installation phase is expected to take no longer than sixty (60) days. Exceptions will be made for manufacturing or shipping delays.
- Installation of all equipment must account for usable space and mobility requirements.

Testing and Documentation:

- A written testing plan will be provided by the selected vendor(s) and approved by the District in advance of any installation work; this plan will outline the process for ensuring that all equipment works as desired by the District. This testing plan will need to be signed by the appropriate District designee as documentation that the proposed solution, including all equipment and installation services, has been provided satisfactorily to the District before final payment will be made by the District for the solution; such signature will not be unreasonably withheld by the District.
- System documentation will include, but not be limited to, the following information:
 - Equipment Make/Model
 - Serial Numbers
 - IP Addresses (if applicable)
 - Login Credentials (if applicable)
 - Warranty Information
 - Wiring Diagrams (if applicable)

Support:

- All new equipment parts must be warranted for one year from project completion.
- All workmanship must be warranted for one year from project completion.
- If any extended warranty or maintenance support is available, this should be listed in the Proposal.
- If any remote configuration updates are applicable (e.g., Crestron integration, etc.), this should be listed in the Proposal.
- Service support response times should be listed in the Proposal.

Budget: The District's current budget estimates range from approximately \$20,000 to \$60,000, depending on the selected wireless microphone solution; however, the District is open to considering proposed solutions outside this budget range if needed to address District needs.

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 – Wireless Microphone Solution**, 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: _____

Please address the requested information below (a separate attachment that addresses this information may be submitted by vendors, if desired):

<p>Experience and Qualifications: Please provide a brief history of your firm, the date founded, ownership and any subsidiary relationships. Please list the types of services your firm is able to provide (e.g., installation services, equipment supply, etc.). Does your firm have the capacity to provide the services and equipment needs listed in the RFP? Has your firm provided such services/equipment to institutions or school districts of similar size to the District?</p>	
<p>Service Approach: Approximately how long would it take your firm to implement services to the District? What are your firm’s typical</p>	

<p>completion time for a project of this scope? How would your firm provide the desired product/services to the District? (e.g., scheduling services, communicate with District staff on solution needs, etc.) What types of equipment (make/model, etc.) are you proposing to address the District’s needs, and why? Does your firm provide extended warranty or ongoing maintenance services, if desired?</p>	
<p>Personnel: Please list the names of key management personnel who would be directly involved in providing services to the District: describe their relationship to 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, if applicable.</p>	
<p>Use of Subcontractors: If applicable, please identify the role of any subcontractors that would be utilized to provide services to the District.</p>	
<p>References: Please submit information regarding three (3) comparable projects that your firm completed as prime contractor in the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided.</p>	

Attachment C -- 23-017 - Wireless Microphone Solution

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

Vendors may submit pricing information in an equivalent format, if desired.

Hardware

Proposed Make/Model - Microphones	Unit Cost	Total for 14 Microphones*
	\$0.00	\$0.00
Proposed Make/Model - Receivers	Unit Cost	Total for 14 Receivers*
	\$0.00	\$0.00

*NOTE: If your proposed solution utilizes fewer or more hardware units than those listed in the RFP, please note this in your response.

Service Costs (Please list any applicable service costs - if service costs are not fixed for the entire project, please list an estimated number of billable hours to complete the project, and billable rates)

Extended Warranty/Ongoing Maintenance Services -- if your firm offers extended warranties or ongoing maintenance services, please list applicable costs, including billable rates or plan costs

Please list other charges, if applicable.

ATTACHMENT D

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 date of award through June 30, 2024, or until completion of all services and deliverables, whichever occurs first. The contract term may be extended as mutually agreed by both parties in writing.

Contract Pricing: Contract pricing will be as negotiated between District and selected Contractor.

Termination: The District retains the right to cancel this contract with 30-days written notice to Contractor. Additionally, District reserves the right to cancel, for cause, the contract without prior written notification. Cause for such 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 non-owned.
- 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.

CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

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 SMSD-146a, Rev.01-23), which is attached hereto, are hereby incorporated in this contract and made apart 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 Johnson County, Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (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 ninety (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 SMSD under the contract. SMSD 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 SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD 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 SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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 agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph,

such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

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, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD 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 SMSD 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 SMSD 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 SMSD 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 it 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 State of Kansas 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 and SMSD 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 SMSD or 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.

14. Privacy of Student Records. The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.

15. Confidentiality. As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).