SHAWNEE MISSION
SCHOOL DISTRICT

Return sealed envelope to:

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

ATTN: Reed Beebe

E-MAILED OR FAXED BIDS WILL NOT BE ACCEPTED.

DATE: April 15, 2025 BID NO. 25-005

BID TITLE: **Food Service Equipment - Dishwashers**

Bids will be accepted until and then publicly opened on:

Date: **May 1, 2025**

Day: **Thursday**

Time: **11:00 a.m. (local time)**

Location: **Room 2001**

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 **Food Services Equipment -- Dishwashers** per the following terms, conditions, and specifications.

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

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

Official Contact:

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

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

All questions concerning this ITB must be received no later than **Tuesday, April 22, 2025 by 4:00 p.m. (local time).** The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Thursday, April 24, 2025 by 4:00 p.m. (local time), although the District reserves the right to issue addenda after this date if necessary.**

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, as well as any notices of award and bid results, will be posted on the District's website, currently: **smsd.org (Go to About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page.**

Clarification of Bids:

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

Method of Selection:

Award will be made to the lowest responsible Bidder(s). 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. The Bidder's estimated delivery timeframes may be considered in determining if a vendor is a responsible Bidder, and therefore in awarding a contract.

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*.)

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. An appeal alleging irregularities or improprieties (malfeasance, misfeasance, conflicts of interest, etc.) 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.

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 E**.

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

Please submit a print copy of your bid response, **along with a thumb drive containing an electronic copy of your bid response**, following the process outlined below. **The bid response must be received by the District on or before 11:00 a.m. CST, May 1, 2025**. Send proposals to the following address:

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

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

Non-electronic 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 2001 on May 1, 2025 at 11:00 a.m. (local time)**.

Envelopes containing hardcopy 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 **("25-005"),** bid opening date (currently, **May 1, 2025**), and bid opening time (currently, **11:00 a.m. CST**).

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

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

Bid results will be posted on the 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 two (2) dishwasher machines for its food services department. An outline of desired equipment and requirements is provided in **Attachment A**. Although Attachment A lists brands and models that have been tested and approved by District staff, vendors are welcome to propose pricing for equivalent brands, models, and specifications, with the understanding that these alternatives may require testing and review by the District to evaluate product equivalency; such equivalency determination will be at the sole discretion of the District.

The District desires a turnkey installation, and the selected Bidder will provide all labor and materials for such an installation, including the removal of existing units, at the following locations [each location would receive one (1) dishwasher machine unit]:

- **Nieman Elementary School – 10917 W. 67th St, Shawnee, KS 66203**
- **Oak Park-Carpenter – 10000 Nieman Road, Overland Park, KS 66214**

Bid Response Form:

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

Terms and Conditions:

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

ATTACHMENT A

DESIRED EQUIPMENT AND REQUIREMENTS

The 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.

Please note that the District has a strong preference that it be invoiced for payment after delivery/completion of all desired products and services, although the District can consider deposit requirements. Any deposit requirement should be identified clearly in the bid response. The District, at its sole discretion, reserves the right to reject a bid if it considers a specified deposit requirement as disadvantageous to the District.

1. Dishwasher's price shall include all labor and materials for a turnkey installation and shall include removal and trade-in of existing units, delivery, uncrate and set new units in place at the following six (6) locations:

School	Address
Nieman Elementary School	**10917 W. 67th St, Shawnee, KS 66203**
Oak Park-Carpenter Elementary School	**10000 Nieman Road, Overland Park, KS 66214**

2. Bid price shall include all applicable plumbing and electrical work.

3. All bidders should visit the schools to verify conditions and are responsible for all stainless steel modifications if required.

4. The successful bidder shall notify Jeff Reed at Operations & Maintenance at 913-993-8525 at least 3 days prior to delivery.

Desired Equipment/Features (or equivalent):

Nieman Elementary School
Hobart Model CL44-BAS+BUILDUP Dimensions: 68.5(h) x 44.75(w) x 31.25(d)
Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®, Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service.

- EXTENDED warranty – 18 months parts, labor & travel time during normal working hours within the USA
- Model CL44BAS-ELE0CD 480v/60/3-ph Single point connection standard (field convertible to dual point)
- Model CL44BAS-HGTHTS Higher than Standard 24"H x22"W opening
- Model CL44BAS-HTE15K Electric tank heat 15kW
- Model CL44BAS-ERH18K With 18 kW Booster (default)
- Model CL44BAS-DIR0RL Right to left operation

- Model SHTHD/E-ADJ E-series vent hood short (adjustable)
- Model CL44EN-BASFETSTD Standard feet

Oak Park-Carpenter Elementary School
Hobart Model CL44-BAS+BUILDUP Dimensions: 68.5(h) x 44.75(w) x 31.25(d)
Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®, Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service.

- EXTENDED warranty – 18 months parts, labor & travel time during normal working hours within the USA
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- Model CL44BAS-HGTHTS Higher than Standard 24”H x22”W opening
- Model CL44BAS-HTE15K Electric tank heat 15kW
- Model CL44BAS-ERH18K With 18 kW Booster (default)
- Model CL44BAS-DIR0LR Left to right operation
- Model SHTHD/E-ADJ E-series vent hood short (adjustable)
- Model CL44EN-BASFETSTD Standard feet

Trade-In Information:

If bidders would like to offer a trade-in value for the current equipment being replaced at the specified locations, the following product information is provided below to help with trade-in assessment:

- **Nieman Elementary School:** manufactured in 2009
- **Oak Park-Carpenter School**: manufactured in 2008

Turnkey Installations:

Ahead of bid submission, all bidders must have installer visit both sites to verify site conditions.
TURNKEY INSTALLATIONS at each site to include:

- Receive and inspect new equipment
- Uncrate and deliver new equipment
- Remove and dispose of existing equipment
- Set new equipment in place and make final connections to provided plumbing, electrical, and exhaust systems. (District responsible for providing correctly sized and located utilities.)
- Test new equipment to verify proper operation
- Remove all trash/debris from site

Bidder to include turnkey installation by Hobart Service, to receive machine, deliver, set-in-place, and make final connections. Hobart installation to also include modification of existing hoods and table/s. Additional 6 months warranty to be added to standard warranty for Hobart Service installation. District responsible for providing proper utilities to within 5 feet of unit.

Please notify Jeff Reed at Operations & Maintenance at 913-993-8525 at least 3 days prior to delivery.

Other Requirements:

Hold Harmless:
The selected vendor(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, proceeding, 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.

Equal Employment:
The District and the selected vendor(s) shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).

Debarment and Suspension (Executive Orders 12549 and 12689):
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **Please note that a debarment document must be signed and included in the proposal documents (see Attachment D).**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act),
Prohibits any person from, providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount

of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described this clause.

ATTACHMENT B

BID RESPONSE FORM

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

DATE: _____

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

TO: The Shawnee Mission School District

The Bidder, in compliance with your **Invitation to Bid for Food Services Equipment – Dishwashers**, 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:

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 equipment to be delivered to the District, after a purchase order has been issued by the District:

- **Estimated Time for Equipment to Be Delivered**:_____

***Costs**: Please complete the following table. The District relies on the Bidder to ensure that all applicable costs are clearly identified in the bid response:

BID SUMMARY

ITEM/DESCRIPTION	QTY.	PRICING
1. **DISHWASHER, CONVEYOR TYPE** **Nieman Elementary School** Matching the Specifications in Attachment A (or equivalent) **Oak Park-Carpenter Elementary School** Matching the Specifications in Attachment A (or equivalent)	2 each	1. $ _____Each $ _____Total _____Brand _____Model # Pricing above should include any applicable costs for turnkey installation and materials (see **Attachment A**). Please note any other applicable costs below. $_____ **Trade-In Value:** If a trade-in value is offered, please provide the total trade-in offer below: $_____

ATTACHMENT C

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

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

1. Shawnee Mission School District ("the District") reserves the right to accept or reject all or any part of any bid, to waive any irregularities and to award items to best serve the interest of the District. This solicitation implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.

2. Each bid must be completed on the District's bid forms, or equivalent documentation provided by the Bidder that provides the same required information.

3. **ANY APPLICABLE FREIGHT/SHIPPING COSTS MUST BE NOTED IN THE BID RESPONSE.**

4. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid. (If the bid specifies no substitutes, alternates will not be considered.)

5. Cash discounts and delivery timeframes may be considered in awarding a contract.

6. Deliveries shall be F.O.B. SMSD, stated location, freight prepaid. Title does not transfer to the District until received at same.

7. Prices quoted shall remain firm for 90 days or until Bidder's offer is accepted, whichever is first, by District. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a District purchase order or other formal written contract. Prices beyond acceptance of Bidder's offer shall be conditional on any additional terms, conditions and/or specifications as set forth herein.

8. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material on the bid.

9. The Bidder represents that the price or prices specified do not exceed the Bidder's current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.

10. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. The District reserves the right to make final decisions as to comparable items. Bidder should be very certain that items upon which it bids, and delivers are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier at supplier's request and expense.

11. When submitting a substitute article as equal, the full name and illustrated description must be given. The District's Board of Education and/or the District administration reserves the right to decide upon its suitability for the intended use and if it is of equal quality. Upon request, samples of substitute articles must be submitted. All substitutions after award of the bid must be approved by the District prior to shipping.

12. The District reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.

13. Date of receipt will be considered the effective date all goods and invoices are received.

14. Deliveries under the terms of this bid will be in accordance with the dates indicated, therein, except where no date is indicated, the selected Bidder(s) will enter the earliest assured date. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the selected Bidder's best offer. In its acceptance of any offer, the District is relying on the promised delivery date and/or installation of material and unless otherwise indicated. In the event of the selected Bidder(s)'s failure to deliver as and when promised, the District reserves the right to cancel its accepting order, or any part thereof, and the selected Bidder(s) agrees that the District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such a failure to deliver as promised. All goods are subject to inspection and return at the vendor's expense if found to be inferior to those specified or promised.

15. The District shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.

16. All items will be new and unused, unless otherwise specified by the District, and in first class condition.

17. In the event that this purchase requires performance of services by the selected Bidder(s)'s employees, or persons under contract to the selected Bidder(s), to be done on Purchaser's property, the selected Bidder(s) agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District.

18. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate District-issued purchase order number on the outside.

19. The selected Bidder(s) shall not limit or exclude any implied warranties and any attempt to do so shall render the resulting contract void at the option of the District. The selected Bidder(s) warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the bid.

20. The selected Bidder(s) shall provide the standard patent infringement indemnity clause which shall hold and save the District's Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or use, in the performance of the contract, including its use by the District's Board of Education.

21. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time within thirty days after delivery. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

22. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.

23. Rejected items will be held at the selected Bidder(s)'s risk and expense. No replacement of defective items shall be made by the selected Bidder(s) unless agreed to by a Board of Education representative in writing.

24. Payment of the Bidder(s)'s invoices is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.

25. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

26. When a bid bond is required, bid bonds shall be written by a surety or bonding company licensed to operate in the State of Kansas and approved by the District. All bid bonds must be made payable to Shawnee Mission Public Schools - NOT THE STATE OF KANSAS. Cashier checks and certified checks should be made payable to "Shawnee Mission U.S.D. #512."

27. Each contractor shall be responsible for providing his/her own worker's compensation and liability insurance coverage and for assuring that any sub-contractor performing services as part of this contract, under their auspices, shall be covered under their own worker's compensation and liability insurance coverage, or that of the contractor.

28. If bid is accepted, the District must be supplied with the District's employer identification number or social security number, per IRS regulations.

29. Samples, when requested, shall be furnished within 7 calendar days of the request at no expense to the District. If not destroyed during examination, samples will be returned at vendor's expense.

30. The laws of the State of Kansas shall govern any contract resulting from this bid.

31. Unless otherwise specified herein, payment shall be made within 30 days after District's receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by the district.

34. Contractor and Vendor Code of Conduct:

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

A. Physical or verbal contact with students or non-designated staff.
B. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
C. Drugs and/or alcohol consumed or present on district properties.
D. Firearms and hunting items.
E. Foul or abrasive language.

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

CONTRACTUAL PROVISIONS ATTACHMENT

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.

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*.).

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

ATTACHMENT E

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 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 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 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.