SHAWNEE MISSION SCHOOL DISTRICT	
Return sealed envelope/package to: Shawnee Mission School District Purchasing Department 8200 W. 71st Street Shawnee Mission, Kansas 66204 **ATTN: Reed Beebe**	DATE: March 2, 2026 RFP NO. 26-005 RFP TITLE: **Elevator Maintenance Services** Proposals will be accepted until: Date: **March 31, 2026** Day: **Tuesday** Time: **11:00 a.m. (local time)** **Terms, conditions, and specifications under which proposals are requested are included. Please review thoroughly.**

General Instructions:

The Shawnee Mission School District ("the District") invites qualified vendors to submit proposals for **Elevator Maintenance Services** per the following terms, conditions, and specifications.

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

Official Contact:

Any questions regarding this Request for Proposal ("RFP") should be directed to Reed Beebe via email at purchasing@smsd.org:

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

All questions concerning this RFP must be received no later than **Wednesday, March 18, 2026 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 **Monday, March 23, 2026 by 4:00 p.m. (local time).**

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. https://www.smsd.org/about/departments/purchasing-bidding/bids-bid-summaries**

RFP Awards:

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

may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the District.

Clarification of Proposals:

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

Information in RFP Only an Estimate:

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

Method of Selection:

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

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

- **Experience and Qualifications –** 10 points;
- **Service Approach –** 45 points;
- **Cost/Charges for Preventative Maintenance Services –** 30 points – The vendor with the lowest cost/charges in this category will receive the full 30 points; other vendors will be assigned points by dividing the lowest cost/charges by the vendor's respective cost/charges, and then multiplying that percentage by 30 points.
- **Cost/Charges for Service Call Labor Rates –** 15 points – The vendor with the lowest cost/charges in this category will receive the full 15 points; other vendors will be assigned points by dividing the lowest cost/charges by the vendor's respective cost/charges, and then multiplying that percentage by 15 points.

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

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

Confidentiality of Information:

The District is a public entity, 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 Contractor 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 (such as malfeasance and/or misfeasance) 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.

Submission of Proposal:

All proposals must be received no later than **11:00 a.m. (local time), Tuesday, March 31, 2026**, and should be clearly marked **"RFP 26-005 Elevator Maintenance Services".**

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

The District uses the electronic bidding/proposal system **Public Purchase**. SMSD prefers that proposals be submitted electronically as outlined in **Attachment D**.

Electronic delivery outside of Public Purchase (i.e. email or fax) will not be accepted.

However, firms wishing to submit hard copy proposals may still do so by following the instructions below:

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.

Hardcopy proposals should be sealed **and marked on the lower left-hand corner** on the front of the sealed envelope/box with the **firm name** and **address of the Service Provider**, RFP control number **("26-005"),** proposal due date (currently, **March 31, 2026**), and time (currently, **11:00 p.m. local time**).

A. No attempt will be made to provide special internal mail service for such documents.
B. Proposals not at the appointed place at proposal receipt deadline will be rejected.

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 Service Provider to ensure delivery of proposals to the Purchasing Department.

Proposal Availability:

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

Pre-Proposal Site Visits:

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

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

SPECIFICATIONS

Scope of Proposal:

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

Contract Term:

The term of any awarded contract will run from July 1, 2026 through June 30, 2027, with four annual (12-month) options to renew each year, as mutually agreed in writing by both parties, for a potential maximum of five (5) years, within terms negotiated as part of the resulting contract, and subject to applicable statutes and regulations. Initial contract pricing will remain the same for the initial annual contract period; any annual price increases in any subsequent annual terms shall not exceed the annual Consumer Price Index rate as of June of the preceding fiscal year.

Terms and Conditions:

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

Acceptance of RFP Terms:

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

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in the 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 and Questionnaire (**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 are charges that will be incurred.

Personnel:

Proposer should list the names of key management personnel who would be directly involved in providing services and products to the District: describe their relationship in the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel's experience with providing services similar to those desired by the District. 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 E**). The selected vendor(s) agrees not to assign or subcontract any part of a the resulting contract without express written approval of the District.

References:

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

ATTACHMENT A

DESIRED SERVICES AND REQUIREMENTS

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

District facilities include K-12 schools, administrative buildings, and support facilities. The District's elevators vary by type, age, manufacturer, and usage level. The District currently utilizes 50 elevators at various sites. **An Excel format list of all current elevators by site can be requested by emailing purchasing@smsd.org.**

Service Period

The selected Contractor will be given notice to proceed and shall begin providing contractual service for twelve (12) months commencing July 1, 2026 through June 30, 2027, with any subsequent annual renewals running from July to June of each year.

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

Payment

The District desires that payment for services will be made on a monthly schedule, dividing the annual payments into twelve (12) equal installments per year, although it is open to alternative billing cycles (bi-monthly, quarterly, etc.)

Services to be Provided

The selected Contractor will provide comprehensive elevator maintenance services, including but not limited to:

- Preventative maintenance and routine servicing of all District elevator equipment
- Troubleshoot and repair mechanical, electrical, and control systems for District elevators
- Scheduled inspections and testing as necessary
- Coordinate with state and local elevator inspectors as needed
- Emergency response services for after-hour repairs, as deemed necessary by the District
- Ability to service lifts is preferred, but not a required service

Additionally, the selected Contractor shall provide the following services:

- Service all District elevators regardless of manufacturer
- Ability to reprogram emergency phones, including elevators with video monitoring
- Complete all repairs with non-proprietary parts when possible (and notify the District -- prior to repair -- if the installation of proprietary equipment is necessary)
- Comply with all applicable American Society of Mechanical Engineers (ASME), federal, state, and local elevator codes
- Maintain service records and inspection documentation.

Vendor Qualifications and Experience

The District desires that the selected Contractor have the following qualifications and experience: \

- Proper elevator contractor licensing in the State of Kansas
- Minimum five (5) years experience providing elevator maintenance services
- Experience servicing elevators in K-12 environments, or similar public facilities
- Technician training and certification programs
- Local service presence and technician availability
- Capability to provide service to all District elevators
- An online platform for service request submission, tracking, and documentation is preferred

Inspection Frequency

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

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

Regulations

The selected contractor shall assume all responsibility and costs in compliance with federal, state, and local regulations or Equal Opportunity Employment, anti-discrimination, safety and other regulations.

ATTACHMENT B

PROPOSAL RESPONSE FORM

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

DATE: _____

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

TO: The Shawnee Mission School District

The Proposer, in compliance with your **Request for Proposal – Elevator Maintenance Services**, and having reviewed the RFP and Specifications and being familiar with the conditions and terms surrounding the desired products and/or services, hereby agrees to perform the work and/or provide products required, within the price stated in this RFP response. These prices are to cover all expenses incurred in providing the desired products and/or services.

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

Submitted by authorized representative:

Firm: _____ FEI/SSN_____

Signature: _____ Printed Name/Title: _____

Address: _____ Telephone: _____

Email: _____

QUESTIONNAIRE: Please complete the following questionnaire. You may also provide additional information not addressed by the questions below, if your firm feels that such information would be beneficial to the District in evaluating your firm's capabilities.

1. How long has your firm been in business? Please share your firm's ownership information, and any subsidiary relationships.

2. Please list the key management personnel who would be directly involved in providing services and products to the District; describe their relationship in the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel's experience with providing services similar to those desired by the District.

3. Does your firm have any experience servicing elevators in K-12 or similar public facilities?

4. Please outline the technician training and staff certification programs utilized by your firm.

5. Please outline your firm's safety process, such as tracking our firm's safety records and the utilization of safety training programs.

6. Please discuss your firm's ability to provide a local service presence and technician availability.

7. Please discuss your firm's ability to provide service to all District elevators.

8. Assuming your firm was awarded a service contract, how long would it take your firm to commence services?

9. For service calls, what is your firm's typical response time?

10. Does your firm utilize an online platform for service request submissions, tracking, and documentation? If so, please provide more information about this platform. If not, how are such service requests processed and documented?

11. Please outline your firm's proposed inspection schedule (for example, monthly, bi-monthly, quarterly) to ensure that all elevator inspections are performed in a timely manner according to proposed schedule (for example, "monthly" does not mean the first day of one month and the last day of the following month).

12. Please explain the rationale for your proposed inspection schedule/frequency. For example, is the proposed schedule/frequency based on the elevator type/configuration, equipment age and condition, student and staff usage patterns, regulatory and safety requirements, or other factors?

13. Please outline the base service tasks your firm will undertake during each inspection. What typical service tasks would be excluded from base service pricing?

14. Please discuss your firm's equipment sourcing ability. How does your firm provide the best pricing for quality elevator parts, in a timely manner?

15. Please describe your firm's pricing methodology for parts (such as manufacturer list price less discount, etc.) Does your firm provide standard discount percentages? If so, what are those percentages?

16. Please outline how your firm's warranty coverage for parts and labor.

17. Is your firm able to service lifts? (This is not a requirement of the RFP, but firm's with such capabilities may receive higher scoring in the "Experience and Qualifications" criterion, as the District may wish to utilize the firm's services for lifts as needed.)

18. Discuss your firm's ability to service all District elevators.

19. Discuss your firm's ability to reprogram emergency phones, including elevators with no video monitoring.

20. Please discuss your firm's ability to utilize non-proprietary parts when feasible. Is your firm willing to notify the District prior to the repair, if installation of proprietary parts is necessary?

21. Please discuss how your firm will ensure compliance with all applicable ASME, federal, state and local elevator codes.

22. Please discuss your firm's ability to maintain service record and inspection documentation in the Compliance Engine.

23. Would your firm utilize subcontractors to provide services to the District? If so, how would the subcontractors be utilized?

24. Please submit information regarding three (3) comparable projects that that the Proposer completed as prime contractor with the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided.

25. Is there any additional information about your firm, not addressed by the questions above, that you would like to share with the District?

ATTACHMENT C

COST CHARGES FORM

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

COST/CHARGES FOR PREVENATIVE MAINTENANCE:

Based on the information listed in Attachment A and other sections of this RFP, the District is requesting a **base lump sum annual bid [to be allocated in twelve (12) monthly installments],** with the understanding that initial contract pricing will remain the same for the initial annual contract period (July 1, 2026 through June 30, 2027); any annual price increases in any subsequent annual terms shall not exceed the annual Consumer Price Index rate as of June of the preceding fiscal year.

Scheduled Annual Preventative Maintenance Lump Sum Cost: Monthly Installment Cost: $_____/Total 12-Month (Annual) Cost: $_____

NOTE ON ALTERNATIVE PRICING: For the District's consideration, firms may present alternative pricing models (such as detailed pricing per elevator, etc.) for preventative maintenance, if such alternative pricing models may provide better value for the District. These alternative models will not be quantitatively evaluated in the "Cost/Charges for Preventative Maintenance" criterion but may result in higher scoring for the "Service Approach" criterion.

COST/CHARGES FOR SERVICE LABOR CALL RATES:
(NOTE: The District estimates that it has approximately 70 service calls per year)

Provide proposed hourly labor rates for service calls:

- Standard Business Hours: $_____ (Hourly Rate)
- After Hours: $_____(Hourly Rate)
- Weekend Hours: $_____(Hourly Rate)
- Holiday Hours: $_____ (Hourly Rate)

Please indicate any minimum service call charges, if applicable.

Please indicate any applicable charges not outlined above.

ATTACHMENT D

VENDOR INSTRUCTIONS FOR SUBMITTING PROPOSALS VIA PUBLIC PURCHASE

SMSD will be using Public Purchase, a free web-based e-Procurement service. Vendors submitting proposals 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 SMSD's RFP 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: Hardcopy proposals may be submitted as outlined in the RFP under **"Submission of Proposal."**

ATTACHMENT E

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

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

Contract Term: The term of any awarded contract will run from July 1, 2026 through June 30, 2027, with four annual (12-month) options to renew each year, as mutually agreed in writing by both parties, for a potential maximum of five (5) years, within terms negotiated as part of the resulting contract, and subject to applicable statutes and regulations. Initial contract pricing will remain the same for the initial annual contract period; any annual price increases in any subsequent annual terms shall not exceed the annual Consumer Price Index rate as of June of the preceding fiscal year.

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

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

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

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

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

Insurance Requirements:

A. Worker's Compensation Insurance: Worker's Compensation and Employer's Liability Insurance as required by law to cover fully all employees.

B. Bodily Injury and Property Damage Insurance: A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide a minimum coverage of $1,000,000 for each person, with an aggregate of $1,000,000 for property damage arising from one accident, with not less than $1,000,000 aggregate damages to, or destruction of, property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than $1,000,000 bodily injury and $1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired, or nonowned.

C. Special Insurance: Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of $1,000,000 for the following hazards:

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

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

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

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

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

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

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

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

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. The contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided by 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. The 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*.).