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 26, 2026 RFP NO. 26-007 RFP TITLE: **Information Technology (IT) Asset Disposal Services** Proposals will be accepted until: Date: **April 23, 2026** Day: **Thursday** Time: **3:00 p.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 **Information Technology (IT) Asset Disposal Services** ("ITAD 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 **Friday, April 10, 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 **Wednesday, April 15, 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, to make no award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award, partial award, or no award shall be at the sole discretion of the District. The District

reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s) whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the District.

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; Asset Value Recovery Process; Reporting and Documentation Process; and Costs (Commissions, Fees, etc.).**

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 –** 35 points;
- **Ability to Maximize Asset Resale Value –** 25 points;
- **Reporting and Documentation Process–** 10 points;
- **Costs (Commission, Fees, etc.) –** 20 points

District staff will do an initial evaluation of eligible proposals, utilizing their expertise, experience, and the criteria outlined in this RFP. After the District's initial evaluation of proposals, select proposals will undergo additional review and evaluation. The District may ask select Proposer(s) to provide product demonstrations.

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

Confidentiality of Information:

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

Appeal of Award:

An unsuccessful Proposer disputing an award decision may submit an appeal in writing to the District's Chief Financial Officer via purchasing@smsd.org. An appeal alleging irregularities or improprieties during the procurement process (such as malfeasance or misfeasance) 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 **3:00 p.m. (local time), Thursday, April 23, 2026**, and should be clearly identified as **"RFP 26-007 Information Technology (IT) Asset Disposal Services".**

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

The District is currently using the electronic bidding/proposal system **Public Purchase**. During this transition, the District prefers that proposals be submitted electronically as outlined in **Attachment E**.

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

However, vendors 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 Proposer**, RFP control number **("26-007"),** proposal due date (currently, **April 23, 2026**), and time (currently, **3:00 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 Proposer 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.

SPECIFICATIONS

Scope of Proposal:

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

Contract Term:
The District desires an initial contract term of one (1) year, with up to four (4) annual renewal options as mutually agreed by both parties in writing, for a potential total of five (5) years.

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

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

Terms and Conditions:
Desired terms and conditions are listed in **Attachment D**.

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

Acceptance of RFP Terms:
A proposal submitted in response to this RFP shall constitute a binding offer. **The Proposer may suggest alternative terms (insurance requirements, termination requirements, etc.) for the District's consideration, but the Proposer must identify clearly and thoroughly any variation between its offer and the RFP.** Failure to do so shall be deemed a waiver of any right to subsequently modify the terms of performance. Proposer's authorized representative may withdraw submitted proposals only by written request received before the proposal due date.

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the submitted proposals, Proposers are required to prepare their proposals in the format described below:

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

Experience and Qualifications:
Proposer should provide a background of the firm's experience and qualifications. This should include a brief history of the firm, date founded, ownership and any subsidiary relationships. Also, list the types of services that the firm is able to provide. Please address the firm's ability to provide the desired products

and/or services listed in **Attachment A**. Give examples of experience for similar services to other entities. In particular, if the firm has experience providing the desired products and services to other school districts or government entities, or institutions that are of similar size and have similar needs to the District, please note this information. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

Service Approach:

Proposer should submit a clear, concise response to accomplish the scope of services that reflects the firm's understanding of the District's requirements as described in **Attachment A**. Include information about the timeframe needed to implement services, and your firm's ability, to provide the desired services desired by the District. This response should demonstrate an understanding of the District's needs as outlined in the RFP. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

Ability to Maximize Asset Resale Value:

Proposer should outline how its firm maximizes value recovery for its clients, including what remarketing strategies are utilized to maximize the resale value of eligible assets, and what percentage of net proceeds would be available to clients from the resale. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

Reporting and Documentation Process:

Proposer should outline how its firm will assure clients that they will receive accurate, timely reporting regarding asset disposal, including documentation regarding the number of device collected, compliance with data security requirements, compliance with all applicable federal, state, and local IT asset disposal requirements, applicable costs/billing information, and resale data. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

Costs (Commissions, Fees, Etc.):

Submit a detailed breakdown of all costs and fees needed to provide the desired services (or equivalent) as listed in **Attachment A**. The District relies on the Proposer to assure that all charges to provide the desired services (or equivalent) are submitted in the proposal, and that there are no hidden costs or charges that will be incurred. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

Personnel:

Proposer should list the names of key management personnel who would be directly involved in providing services and products to the District: describe their relationship to the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel's experience with providing services similar to those desired by the District. The District may consider this information in its evaluation of the Proposer's service approach and experience and qualifications. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

Use of Subcontractors:

The selected Proposer(s) shall be solely responsible for all products and services as required by this RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The District may consider this information in its evaluation of the Proposer's service approach. The use of a subcontractor(s) does not relieve the selected Proposer(s) of

liability under any awarded contract (see terms and conditions in **Attachment D**). The selected vendor(s) agrees not to assign or subcontract any part of a resulting contract without express written approval of the District. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

References:

Proposer should submit information regarding three (3) comparable projects that the Proposer completed as contractor within the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided. If references from comparable school districts are available, please provide these references. The provided references may be used by the District in its Evaluation of a Proposer's experience and qualifications. The "Questionnaire" in **Attachment B** will prompt you to provide this information, and you may add additional information to your **Attachment B** response if desired.

ATTACHMENT A

SCOPE OF PROPOSAL

Overview:

The District is located in suburban northeast Johnson County, Kansas, ten miles from downtown Kansas City, Missouri. The District is the third largest school district in the state of Kansas and is dedicated to guiding students to success. The District consists of 34 elementary schools, five middle schools, and six high schools for a total of 45 schools. In addition, there are eleven other support facilities across the District, for a total of 56 District locations (see **Attachment F** for facility/site location list; please note that this list only includes Districts sites that may require IT asset disposal services).

The District has utilized the ITAD services of its current service provider for approximately nine years, and per its purchasing practices is publicly seeking proposals for its ITAD service needs from interested and qualified firms.

A checklist of desired services can be found in **Attachment C**.

The District conducts periodic hardware refreshes, with the next hardware refresh scheduled to be completed between June 1, 2026 and mid-to-late August, 2026. Additionally, the current ITAD service provider disposes of various IT assets throughout the year, some of which do not meet the definition of a traditional asset (for example, unusable MacBook protective cases and iPad screensavers). Additionally, television and other non-IT hardware may be designated for disposal. At least one secure mobile asset tub is desired for each location listed in Attachment F, with the possibility of additional tubs for larger sites, or sites requiring more disposal volume.

The District currently pays a "cost per asset" fee for its ITAD services; this fee is deducted from District revenue generated from the resale of eligible assets, with the District guaranteed a specific percentage of the net proceeds from the sale that is facilitated by the ITAD service provider. Additionally, the District is charged a flat recycling fee for any devices/items that are not eligible for resale. While the District is satisfied with this fee structure, the District is open to considering other payment models, such as guaranteed, upfront resale payment, or other payment structures.

Anticipated IT Asset Refresh 2026 ("Buyback"):

Below is a list of District devices/items that provides a breakdown of the estimated quantities that will need disposal over the 2026 summer break. The District anticipates that most of these items will be available for a large resale effort ("Buyback") that would be facilitated by the selected service provider. These estimates are a good indication of annual Buyback refreshes, which typically include Apple devices and which typically follow a three, four, and five year replacement schedule, with some years having a smaller PC and miscellaneous hardware Buyback.

- **18,200 units** - 9th gen 64GB iPads
- **2,500 units** - 13" M1 256GB MacBooks
- **15 units** - Anthro Yes40 charging carts
- **125 units** - Anthro Yes36 charging carts
- **200 units** - Bretford PowerSync Cart30 charging carts

Scope of Work:

The selected service provider shall provide the following services:

1. The service provider shall be responsible for disposal and recycling services of any IT asset designated by the District throughout the term of the contract.
2. The service provider shall maintain records and documentation of all device or item collected from the District (the make/model/serial number of the device/items and the District's asset tag) as well as the disposition of item (such as whether the device was recycled or resold, the price for which it was sold, documentation that all data was wiped from the hardware, etc.) that can be audited by the District. Such information should be provided to the District along with any billing from the service provider.
3. The service provider shall facilitate the resale of any designated IT asset that is eligible for resale and provide remarketing services for the sale of these ITAD devices, which may include submitting bid invitations to additional asset disposal vendors, direct marking, or e-commerce activities.
4. The service provider will be responsible for properly sanitizing any data-bearing media for all ITAD devices, following the standards established by the National Institute of Standards and Technology (NIST) Special Publication 800-88, Revision 1 (Guidelines for Media Sanitization).
5. The service provider will remove any District asset tags/property tags (it is not necessary to return these tags to the District).
6. Throughout the year, the service provider will provide crates or boxes as desired by the District, to be distributed at desired District sites (see **Attachment F**), for the storage of designated ITAD devices/items. At the District's direction, the service provider will collect these crates/boxes/tubs for resale/disposal.
7. The service provider shall follow and maintain all federal, state and local requirements for the transportation and custody of e-waste materials.
8. The service provider shall provide the District with certificates and detailed audit reports documenting R2v3 (Responsible Recycling Standard Version 3) Certification.

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 – Information Technology (IT) Asset Disposal 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 pricing 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 Number: _____

Signature: _____ Printed Name/Title: _____

Address: _____ Telephone: _____

Email: _____

Please review and provide responses to the questionnaire below. Responses need not be in the format of the questionnaire, but following the questionnaire format does help District staff in evaluating vendor responses; regardless of format, vendors should address all listed questions and requests for information. A Word copy of this Attachment B may be requested by emailing purchasing@smsd.org.

QUESTIONNAIRE

EXPERIENCE AND QUALIFICATIONS:

1. Please describe your firm. Specifically, how long has your firm been in business? Where is your firm headquartered, and how many service locations/offices does your firm utilize? Approximately how many employees work at your firm?

2. Does your firm typically use subcontractors to provide services to clients? If so, please outline the role of these subcontractors. If applicable, please identify the role of any secondary brokers/subcontractors that would be utilized to provide services to the District.

3. What ITAD services does your firm provide?

4. Does your firm have any applicable ITAD certifications or qualifications provided by third-party entities (such as trade associations or governmental entities) that document compliance or training with federal, state, and/or local ITAD practices?

5. How does your firm ensure that its employees and any applicable subcontractors follow all federal, state, and local requirements regarding ITAD?

6. Given that the District has approximately 50 sites that will periodically require ITAD services throughout the year (for example, picking up tubs from sites as requested by the District), is your firm able to provide sufficient staffing and tubs for prompt pickups?

7. Please list information regarding three (3) clients (comparable to the District) within the last five (5) years. Please indicate the service start and completion dates (if applicable), and the services provided.(NOTE: The District will not contact references until later in the RFP process, after consultation with potential service provider(s); the requested list of clients is meant here to provide the District with an understanding of a firm's service capabilities to institutions of similar size and needs to the District.)

SERVICE APPROACH:

1. Does your firm utilize a compensation structure for resale items, whereby the client is entitled to a specified percentage of the resale revenue, minus any fee or commission charges? Does your firm offer alternative compensation structures, such as guaranteed, upfront compensation for the resale items?

2. Please outline your firm's typical approach to initiating ITAD services. How does your firm work with clients to prepare for large annual "Buyback" refreshes, as well as periodic asset disposal throughout the year?

3. How does your firm help clients identify which assets have resale value, and which assets need to be recycled?

4. What standards does your firm utilize in recycling IT equipment, to minimize negative environmental impacts?

5. Does your firm follow the data sanitization standards outlined in National Institute of Standards and Technology (NIST) Special Publication 800-88, Revision 1 (Guidelines for Media Sanitization)? If not, what data sanitization standards does your firm follow?

ABILITY TO MAXIMIZE ASSET RESALE VALUE:

1. How does your firm maximize the resale value of the items collected from your clients? What bid and/or marketing strategies does your firm utilize?

2. What percentage of the resale net revenue would your firm offer the District? (By "resale net revenue", the District is referring to the gross resale revenue minus any fees or charges negotiated with the District.)

3. If your firm offers an upfront, guaranteed resale revenue amount to clients, how does your firm calculate the guaranteed resale revenue amount?

REPORTING AND DOCUMENTATION PROCESS:

1. How does your firm document the assets that are collected from clients? For example, do you provide a list of the assets that were collected at each site, listing make/model/serial number, etc.? If so, how soon after collection does your firm provide this information to the client? Does the client have an opportunity to challenge or dispute the listed items?

2. Please outline how your firm provides documentation to clients regarding the items that were sold, and the revenue that was generated.

3. How does your firm document the applicable commissions or fees that are charged? What documentation is typically provided with your firm's invoices?

4. Please outline how your firm provides documentation to clients that their assets were disposed following all data sanitization requirements, as well as all applicable federal, state, and local regulations regarding ITAD.

5. Is your firm able to provide R2v3 certification documentation (certificates and audit reports) to the District? If so, what is the process (distribution schedule, portal access, etc.) for sharing this information?

COSTS (COMMISSIONS, FEES, ETC.):

1. In order to ensure an "apples to apples" quantitative comparison of potential costs, all firms are asked to provide a flat cost per asset fee for performing the ITAD services outlined in this RFP. That is, what will the District be charged for each ITAD item (iPad, MacBook, etc.)

2. What recycling fees, if applicable, will the District be charged? If the item type (for example, TV units, monitors, etc.) will determine the recycling fee, please list this out in detail.

3. Please list any other applicable fees or commissions that might be charged to the District by your firm for its ITAD services.

NOTE: All firms are asked to provide the cost information as outlined above, if applicable. If your firm would like to propose an alternative cost structure for the District's consideration, it may do so; these alternative cost structure proposals will not be used in the quantitative cost analysis for the "Costs" criterion, but may result in higher scoring for the "Service Approach" criterion and, if applicable, the "Ability to Maximize Asset Resale Value" criterion.

ADDITIONAL INFORMATION:

You are welcome to provide any additional information about your firm that is not addressed by the above questions.

ATTACHMENT C

SERVICES CHECKLIST

Please check "Yes" or "No" regarding your firm's ability to provide the desired services listed below. **NOTE: The District understands that some firms may not be able to provide all of the desired services listed below, and the inability of a firm to provide all desired services is not disqualifying for consideration.** The checklist below is meant to help District staff gauge which desired services may be available from a firm.

Desired Services	Yes	No
The service provider shall be responsible for disposal and recycling services of any IT asset designated by the District throughout the term of the contract.		
The service provider shall maintain records and documentation of all device or item collected from the District (the make/model/serial number of the device/items and the District's asset tag) as well as the disposition of item (such as whether the device was recycled or resold, the price for which it was sold, documentation that all data was wiped from the hardware, etc.) that can be audited by the District. Such information should be provided to the District along with any billing from the service provider.		
The service provider shall facilitate the resale of any designated IT asset that is eligible for resale and provide remarketing services for the sale of these ITAD devices, which may include submitting bid invitations to additional asset disposal vendors, direct marking, or e-commerce activities.		
The service provider will be responsible for properly sanitizing any data-bearing media for all ITAD devices, following the standards established by the National Institute of Standards and Technology (NIST) Special Publication 800-88, Revision 1 (Guidelines for Media Sanitization).		
The service provider will remove any District asset tags/property tags (it is not necessary to return these tags to the District).		
Throughout the year, the service provider will provide crates or boxes as desired by the District, to be distributed at desired District sites (see **Attachment F**), for the storage of designated ITAD devices/items. At the District's direction, the service provider will collect these crates/boxes/tubs for resale/disposal.		
The service provider shall follow and maintain all federal, state and local requirements for the transportation and custody of e-waste materials.		
The service provider shall provide the District with certificates and detailed audit reports documenting R2v3 (Responsible Recycling Standard Version 3) Certification.		

CLARIFICATIONS -- If you would like to clarify or provide additional information regarding your firm's ability to provide the above services, you may do so below:

ATTACHMENT D

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

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

Contract Term: The District desires an initial contract term of one (1) year, with up to four (4) annual renewal options as mutually agreed by both parties in writing, for a potential total of five (5) years.

Contract Pricing: Negotiated service contract pricing will remain the same for the initial contract term. Overall contract term pricing may vary, based on the District's desired changes regarding desired services. Also, costs and fees will be negotiated and finalized prior to commencement of any services term renewal, with the understanding that any proposed brokerage fee increases shall not exceed the Consumer Price Index rate as of June of the preceding year.

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

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

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

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

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

Insurance Requirements:

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

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

C. 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.

D. Certificate and Maintenance of Insurance: The contractor shall submit a copy of the 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 45 days after District's receipt of services and receipt of an accurate invoice indicating the actual amount owed by the District. The District has a strong preference to use an electronic payment process for invoice payments made to the Contractor.

CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

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

The Provisions found in Contractual Provisions Attachment (Form SMSD-146a, Rev.01-23), which is attached hereto, are hereby incorporated in this contract and made apart thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of_____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Johnson County, Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided SMSD under the contract. SMSD will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD or the contractor.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq*.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq*.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d)to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and SMSD shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and SMSD shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and SMSD to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of SMSD or

any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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

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

ATTACHMENT E

VENDOR INSTRUCTIONS FOR SUBMITTING PROPOSALS VIA PUBLIC PURCHASE

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

ATTACHMENT F

SHAWNEE MISSION SCHOOL DISTRICT FACILITY LIST

Facility	Address	Zipcode
Apache	8910 Goddard	66214-1998
Aquatic Center	17251 W. 87th St.	66219
Arrowhead	6601 Santa Fe Drive	66202-3925
3 & 2 East Baseball Complex	18300 W. 87th St.	66220
Belinder	7230 Belinder	66208-3302
Benninghoven	6720 Caenen	66216-2486
Bluejacket-Flint	11615 W 49th Terr	66203-1099
Briarwood	5300 W 86th St	66207-1799
SM Early Childhood Education Center	6701 W 83rd	66204-3900
Broken Arrow	5901 Alden	66216-3849
Brookridge	9920 Lowell	66212-3487
Brookwood	3411 W 103rd	66206-2597
Center for Academic Achievement	8200 W 71st Street	66204
Comanche	8200 Grant	66212-3299
Corinth	8301 Mission Road	66206-1388
Crestview	6101 Craig St.	66202-3037
CTC	11475 W. 93rd	66214
Diemer	9600 Lamar	66207-2832
East Antioch	7342 Lowell	66201-1832
Highlands	6200 Roe	66205-3052
Hocker Grove	10400 Johnson	66203-2895
Horizons	5900 Lamar	66202-3231
Indian Creek	4401 W 103rd	66207-3618
Indian Hills	6400 Mission Road	66208-1700
Indian Woods	9700 Woodson	66207-2800
Lenexa Hills	8650 Haven St.	66219
Marsh	5642 Rosehill	66216-1699
McAuliffe	15600 W 83rd	66219-1500
Merriam Park	6100 Mastin	66203-3283
Mill Creek	13951 W 79th	66215-5300
New Early Childhood Center (scheduled to be built in 2026)	9700 W 96th	66212-5199
Nieman	10917 W 67th	66203-3898
Operations & Maintenance	6445 Carter Ave.	66203
Oak Park-Carpenter	10000 Nieman	66214-2500
Overland Park	8150 Santa Fe Drive	66204-3691
Pawnee	9501 W 91st	66212-4738

Prairie	6642 Mission Road	66208-1796
Rising Star	8600 Candlelight Ln	66215-6030
Roesland	4900 Parish Dr	66205-1370
Rosehill	9801 Rosehill Dr	66215-1499
Rushton	6001 W 52nd	66202-1699
Santa Fe Trail	7100 Lamar	66214-1203
Shawanoe	11230 W 75th	66214-1203
Shawnee Mission East High School	7500 Mission Rd	66208-4298
Shawnee Mission North High School	7401 Johnson Dr	66202-2394
Shawnee Mission Northwest High School	12701 W 67th	66216-3599
Shawnee Mission South High School	5800 W 107th	66207-2599
Shawnee Mission West High School	8800 W 85th	66212-3898
SMSD North Stadium	7401 Johnson Drive	66202-2394
SMSD South Stadium	5800 W. 107th St.	66207-2599
SMSD Soccer Complex	9300 Nieman Road	66214
SMSD Softball Complex	6101 Maurer Rd.	66217
SPED House	7011 Hadley St.	66204
Sunflower	8955 Loiret Blvd	66219-1427
Tomahawk	6301 W 78th	66204-3199
Trailridge	7500 Quivira	66216-3597
Trailwood	5101 W 95th	66207-3399
Westridge	9300 Nieman Road	66214-1855
Westwood View	4935 Belinder Ave.	66205