



AUBURN-WASHBURN USD 437  
5928 SW 53RD ST  
TOPEKA, KS 66610-9451

Request for Proposal  
RFP NO 80013

Auburn-Washburn USD 437 is requesting proposals for the leasing of copiers and printers, support services for those devices, and licensing and support for PaperCut MF.

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified. The Auburn-Washburn USD 437 school district reserves the right to reject any/or all proposals and to accept the proposal deemed most advantageous to Auburn-Washburn USD 437 and to waive any formalities of bidding. For clarification, Auburn-Washburn USD 437 may be referred to as Owner, The District, District, School District or USD 437 in this Request for Proposal.

RFP Issuance: March 23, 2026  
Site Visit: March 26, 2026  
Deadline for Question: March 27, 2026  
Addendum: March 30, 2026  
Proposal Deadline: April 8, 2026 12:00pm  
Award: April 20, 2026

## **INFORMATION AND CONDITIONS**

### **General Conditions**

#### **Written Contract**

Unless a written contract is specified in the Specific Terms of the proposal documents and a written contract is enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the proposal documents shall be considered a part of the written contract.

#### **Non-Discrimination**

Bidders agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued there under by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

Further, pursuant to the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the following provisions are made a part of the terms and conditions of USD 437's contract-purchase orders, except where the contractor, vendor or supplier employs fewer than four (4) employees during the term of the contract-purchase order or whose contracts with this school district cumulatively totals five thousand dollars (\$5,000) or less during the fiscal year of the school district. Acceptance of such contract-purchase orders by the contractor shall constitute agreement to these terms and conditions. Contractor agrees that:

1. The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract-purchase order because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
2. In all solicitations or advertisements for employees the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights;
3. If the contractor fails to comply with the manner in which the contractor reports to said commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser;
4. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the contractor shall be deemed to have breached the terms of this

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contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser;

5. The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

### **Compliance Report and Plan of Action for Contractors**

Successful contractors may be required to fill out the “Compliance Report and Plan of Action for Contractors” Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with Kansas Act against Discrimination, K.S.A. 1972, Supp. 44-1030.

### **Disbarment**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR part 85, Sections 85.105 and 85.110 –

1. The applicant certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

### **Alternate Proposals**

The specifications contained herein reflect the best estimate of the School District’s need. However, Contractors may submit alternate proposals for furnishing goods and/or services in a format and/or under conditions other than those specified in the proposal document. Consideration of alternate proposals is not guaranteed and will be done only if considered to be in the best interest of the School District.

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**Contractor's Representation**

Each Vendor, by making his proposal, represents:

- 1) That he/she has read and understands the Instructions and Specifications.
- 2) That he/she has carefully examined all proposal documents pertaining to the project.
- 3) That he/she has visited the site and familiarized himself with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
- 4) That he/she understands that time is of the essence in the award and prosecution of the work.
- 5) That he/she has Manufacture's approval for installation of the work described in the Specification Documents. This requirement extends to all subcontractors and others herein as such licensing laws apply.
- 6) That he/she is known to be skilled and has been regularly engaged in work similar to that required in the Specification Documents.
- 7) That he/she may be required to furnish to the Owner and/or Consultant satisfactory evidence of his/her experience and familiarity with the type of work required and of his/her financial ability to properly complete the work within the agreed time.
- 8) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 –
  - a) The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

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**Withdrawal of Proposal**

A proposal may be withdrawn by written, emailed, or other documented means if received by the owner from the bidder prior to the time fixed for proposal receiving. Emailed proposal withdrawal requests will be accepted only if Bidder confirms by telephone that the faxed request was received by Owner prior to the proposal opening time.

**Extension Errors**

In the case of an obvious error in the extension of prices in a proposal, the unit price shall govern.

**Pricing Period**

All prices submitted in this proposal document shall remain valid for a period of 30 days.

**Rejection of Proposals**

The Bidder acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received whenever such rejection or waiver is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a bidder who is not qualified in the opinion of the School District or the District's consultant, to perform within the proposal specification. The School District reserves the right to reject a proposal if the Bidder failed to furnish any required bid security, or to submit the data required by the proposal documents, or if the proposal is in any way incomplete or irregular.

**Conflicting Terms**

Whenever there is an apparent conflict between the Submittal or General Terms and the Specific Terms, the Specific Terms shall prevail.

**Point of Delivery**

All materials must be proposed to include freight to:

1. Shuler Education Center, 5928 SW 53rd ST, Topeka, KS 66610
2. Washburn Rural High School, 5900 SW 61st ST, Topeka, KS 66619
3. Washburn Rural Middle School, 5620 SW 61st ST, Topeka, KS 66619
4. Washburn Rural North Middle School, 2800 SW Auburn RD, Topeka, KS 66614
5. Tallgrass Student Learning Center, 5740 SW 61st ST, Topeka, KS 66619
6. Pathways Learning Center, 4101 SW Martin DR, Topeka, KS 66609
7. Auburn Elementary, 810 N Commercial ST, Auburn, KS 66402

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8. Farley Elementary, 6701 SW 33rd ST, Topeka, KS 66614
9. Indian Hills Elementary, 7445 SW 29th ST, Topeka, KS 66614
10. Jay Shideler Elementary, 4948 SW Wanamaker RD, Topeka, KS 66610
11. Pauline Central Primary, 6625 SW Westview RD, Topeka, KS 66619
12. Pauline South Intermediate, 7035 SW Morrill RD, Wakarusa, KS 66546
13. Wanamaker Elementary, 6630 SW 10th AVE, Topeka, KS 66615

All goods must be received, unloaded, and protected by the Contractor's Representative.

**Refusal of Goods**

The use of brand names and descriptions of merchandise is to indicate the minimum quality acceptable and, unless so stated, is not meant to preclude the submission of the proposals for products of equal quality. The School District reserves the right to return, at no expense, merchandise which in the opinion of the School District is in obvious non-compliance with specifications.

**Payment**

The Contractor must file a claim for payment by the 20th of the month prior to the first Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education.

**Sales Tax**

Sales tax will not be charged on School District's purchases. When materials are purchased by a contractor for use on a school district project, the School District will obtain an exemption certificate number from the State Tax Division. Proper tax exemption certificates will be issued by the School District and the Contractor shall extend certificates to all suppliers, and keep a record of same. It is the responsibility of the Contractor to request this certificate from the District Business Office.

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**SUBMITAL TERMS**

**Document Identification**

All proposals must be submitted to the contact information below by the deadline indicated on page 1.

Proposals may be emailed, mailed, or hand-delivered.  
Emailed responses shall be sent to [steimpeg@usd437.net](mailto:steimpeg@usd437.net).

Mailed response shall be sent to:

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Attn: Peggy Steimel

5928 SW 53rd ST

Topeka, KS 66610-9451

Hand-delivered responses shall be delivered to the same address as the mailed responses.

Proposals must be clearly labeled in subject line, or the outside of the envelope as "RFP NO 80013".

It is the sole responsibility of each Proposer to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures.

Verification of receipt can be made by contacting Peggy Steimel at [steimpeg@usd437.net](mailto:steimpeg@usd437.net) or by phone at 785-339-4047.

**Emailed Proposals**

The School District will allow a proposal to be submitted by email. When a vendor chooses to send an emailed proposal the vendor waives the right to a sealed bid. When an emailed proposal is received, it will be placed in an envelope. The envelope will be marked with the proposal number. The emailed proposal will be opened along with the sealed proposals received at the normal proposal opening time.

**Late Proposals**

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the vendor. The School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the vendor.

**Amendments by Vendors**

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Proposal amendments must be made in writing. Proposals may not be amended verbally. The vendor bears the same responsibility for delivery of proposal amendments as for the original proposal document. All amendments must be clearly marked as such and must arrive prior to the proposal opening. Any attempt to make additions, deletions, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

**Amendments by School District**

The District will maintain a website that the RFP, Addenda and a Question and Answer section will be maintained. It is the Proposers responsibility to ensure they respond to any Addenda posted on the website for any additional requirements. If a response has been provided prior to the required submission deadline and an addenda or answer causes a change in the proposal, a new bid will be accepted by the district up to the submission deadline. The website is located at <https://usd437.net/rfp>.

**References**

The District seeks Proposers that have operated within the scope of the proposal for a minimum of five years. Provide at least two references of K-12 districts that you have provided services for.

**Termination**

Should the awarded contractor be sold, merged or dissolved at any time during the contracted period, the District shall retain the right to withdraw and cancel any/all contract agreements without recourse from the original contracted entity. In such case, the District may solicit proposals for services from eligible firms.

### **Specific Terms**

#### **Factory New**

All goods, products, materials, and equipment pursuant to this proposal shall be factory new.

#### **Safety Standards**

Equipment must meet all federal, state, and local safety standards and specifications in effect at the time of production. In all cases, where conflict occurs, the more stringent provision or standard will apply.

#### **Code Compliance**

Proposals must be in compliance with all local, state, and applicable codes. Contract price is to be based upon compliance with all codes. Contractor shall be responsible to obtain any and all permits required to perform this project and shall include the cost for all required permits in the Base Bid.

#### **Substitutions**

Any "or equal" substitutions must be demonstrated to the School District's Director of Technology and/or the District's Representative.

#### **Delivery Date**

Price quoted should be F.O.B. destination (if applicable), inside delivery. The proposal must clearly state the number of days required to deliver the product to the specified location. Failure to state delivery time obligates the vendor to make delivery in thirty (30) days after approval of funding for the project and release of a District Purchase Order. Deliveries shall be made during normal school hours unless prior approval has been obtained from the Director of Technology.

#### **Completion Date**

The District's current copier contract expires on June 30, 2026. As such, the awarded equipment would need to begin installation no June 22, 2026 to ensure the district has continuous copier and print services. Due to the installation happening over summer, not all equipment must be installed simultaneously. Equipment for the Shuler Education Center and Washburn Rural High School must be installed and operational by end of business June 25. The remainder of the sites would need to be installed and operational by end of business July 16.

#### **Warranties**

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The manufacturer's standard warranty on materials to apply.

**Subcontractors**

Upon request of the Owner, Contractor will be required to establish to the satisfaction of the Owner and/or Consultant the reliability and responsibility of the proposed subcontractors to furnish and perform work for which each subcontractor is proposed.

**Award of Proposals**

It is not the policy of Auburn-Washburn USD 437 to award contracts on the basis of low cost alone. Evaluation of the proposal will be guided by the criteria specified in Scope of Proposal. The district shall have the right to reject any or all proposals, and in particular to reject a proposal not accompanied by any required Security or data required by the proposal documents or a proposal in any way incomplete or irregular.

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**SPECIFICATIONS**

Auburn-Washburn USD 437 is soliciting proposals from established vendors who have been in the business of selling multi-function devices for a minimum of five years, and who sell, lease, maintain and support copiers/printers, and license and support PaperCut MF.

**Project Solution Evaluation Criteria**

It is not the policy of Auburn-Washburn USD 437 to award contracts on the basis of low cost alone. The district shall have the right to reject any or all proposals, and in particular to reject a proposal not accompanied by any required Security or data required by the proposal documents or a proposal in any way incomplete or irregular.

Auburn-Washburn USD 437 will use the following criteria to evaluate proposed solutions.

- Monthly lease price - 50%
- Price per black and white print - 20%
- Price per color print 20%
- References - 10%

**Submittals**

- Formal quote, estimate, or proposal providing pricing information.
- Signed DA-146a (appendix A)
- 2 references
- Sample contract

**Questions**

All questions must be submitted in writing by sending an email to [clearpat@usd437.net](mailto:clearpat@usd437.net). Responses to the questions will be posted in an addendum on the RFP website located at <https://usd437.net/rfp>.

**General Scope of Work**

- 1) The successful bidder shall furnish all labor, tools, materials, and equipment required for completion of this work.
- 2) All labor shall be performed by mechanics skilled and licensed in their trade. Installation shall be executed and finished in a workmanlike manner.
- 3) Packing materials and trash will be removed from the work site daily. The vendor may use the District's external trash and recycling receptacles.

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- 4) Power outlets and network cabling is not part of the scope of this proposal. Where needed and not already furnished, the District will make arrangements.
- 5) A scheduled district-wide site visit is scheduled for March 26, 2026 beginning at 9:00am. Interested vendors should meet at the Shuler Education Center, 5928 SW 53rd ST, Topeka, KS 66610.
- 6) Building maps are available upon request by contacting Peggy Steimel at [steimpeg@usd437.net](mailto:steimpeg@usd437.net).

### Scope of Solution

- 1) Term of the lease shall be five (5) years, commencing on or about June 1, 2026 and ending June 30, 2031.
- 2) Copy Management Plan shall include new equipment only and full maintenance (i.e. all parts, labor, mileage, supplies and toner - excludes paper and staples.)
- 3) Estimated annual imprint is approximately 11,000,000 black and white and 1,000,000 color.
- 4) The successful vendor will provide fleet management with tracking capabilities to monitor print and copy volumes by user. Assigned quota capabilities are also requested. Remote management and diagnostics to include automatic meter readings and automatic supply fulfillment.
- 5) The successful vendor will be able to provide at no additional charge software capable of creating and monitoring a security profile for all devices on the network.
- 6) The District wishes to control print output by utilizing PaperCut MF. A successful proposer will include the following:
  - Licensing for Papercut MF for each MFP (the district currently has 101 of the needed 106 licenses)
  - Local Papercut Certified Professional Sales Support
  - Maintenance and Support directly from PaperCut for the length of term (5 years)
- 7) Vendors will provide on-call service for breakdowns, including parts, labor and travel. Maximum 4-hour on-site response for non-functional equipment. Include information on the service call process, the tenure of the local service team, and the number of service technicians certified and trained in the Topeka area for the equipment recommended.
- 8) Vendor will follow the manufacturer's preventative maintenance schedules performed by factory trained and certified technicians. All parts and supplies will be OEM and not "compatible" or "third-party" products.
- 9) The district does not intend to take ownership upon conclusion of the lease term, nor should a bargain purchase option be included.
- 10) The school district will not pay any additional surcharges, fees, or property tax. Any response to this RFP requiring surcharges or fees must be noted in the response.

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- 11) A sample of lease contract language is requested with RFP submission. The language must specify end-of-term arrangements for return of equipment, overage cost per copy, and overage billing date or arrangements.
- 12) The successful vendor shall provide all installation & training necessary to sufficiently train office personnel.
- 13) Acceptance of the proposal will be based on the best interests of the USD 437 Auburn Washburn School District. The district reserves the right to reject any or all proposals.
- 14) The successful vendor agrees to hard drive data wipe at end-of-term at no additional cost to the school district.
- 15) Prices should be locked for the full term of the agreement.
- 16) Successful vendor will provide USD 437 Auburn-Washburn School District with a toner recycling program.
- 17) All MFPs must have a standardized operating screen for not only PaperCut, but also the operation of the device.
- 18) Specific controls the District wishes on the device include, but are not limited to:
  - Allow for faxing without needing to sign in to PaperCut.
  - Allow for black and white copies without needing to sign in to PaperCut.
  - Restrict the release of prints based on an entered ID number.
  - Provide a numeric only keypad for entering the ID.
  - Restrict the use of color copies behind a PaperCut sign-in and allow for user group restrictions for those who can or cannot make color copies.
  - Restrict the use of color prints to specific groups.
  - Default all print jobs to black and white so users must specifically select to release them in color.
- 19) Device minimum specifications. Example hardware was used when sizing locations and should only be used for physical sizing.
- 20) The District is seeking proposals for: 1) Equipment lease with monthly click count pricing 2) Equipment lease with bundled imprint pricing with bi-annual true-up 3) Equipment lease with unlimited page count. Other pricing models should be sent as a question and approved on the addendum to be considered valid. Any items not included with the monthly contract (ie. staples) should be listed.

### **Equipment Class Description**

The District intent is to standardize the equipment as much as possible to simplify fleet management and end user experience. As such we have divided the equipment into 6 different classifications.

- 1) Printer (Example: Ricoh P C200W 16.2" x 15.5" x 9.6")
  - Minimum 25 ppm
  - Color
  - Duplex printing
  - 1 input tray. Support 8x5x11

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- 2) Small MFP Desk (Example: Ricoh IM C401SRF 24.2" x 22.2" x 27.8")
  - Minimum 45 ppm
  - Color
  - Duplex printing
  - Papercut Compatible
  - Accept jobs from Windows, MacOS, ChromeOS, iPadOS via PaperCut
  - Single-pass duplex scanning
  - Internal Finisher with staple
  - 1 input tray. Support 8.5x11
  
- 3) Small MFP Floor (Example: Ricoh IM C401SRF 24.2" x 22.2" x 48.7")
  - Minimum 45 ppm
  - Color
  - Duplex printing
  - Papercut Compatible
  - Accept jobs from Windows, MacOS, ChromeOS, iPadOS via PaperCut
  - Single-pass duplex scanning
  - Internal Finisher with staple
  - 2-input trays. Support 8.5x11, 8.5x14
  - Base raising MFP to standing height
  
- 4) Large MFP (Example: Ricoh IM C6010 23.1" x 27.6" x 40.6")
  - Minimum 60 ppm
  - Color
  - Duplex printing
  - Papercut Compatible
  - Accept jobs from Windows, MacOS, ChromeOS, iPadOS via PaperCut
  - Single-pass duplex scanning
  - 3-tray input + bypass tray. Support 8.5x11, 8.5x14, and 11x17
  
- 5) Large MFP w/ Finisher (Example: Ricoh IM C6010 48.3" x 27.6" x 40.6")
  - Minimum 60 ppm
  - Color
  - Duplex printing
  - Papercut Compatible
  - Accept jobs from Windows, MacOS, ChromeOS, iPadOS via PaperCut
  - Single-pass duplex scanning
  - External Finisher 1000-sheet, multi-position staple, hole punch, shift-sort. Staple-less binding option preferred but not required.
  - 3-tray input + bypass tray. Support 8.5x11, 8.5x14, and 11x17

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- 6) Copy Center (Example: Ricoh IM C8010 69.3" x 34.7" x 48.3")
- Minimum 80 ppm
  - Color
  - Duplex printing
  - Papercut Compatible
  - Accept jobs from Windows, MacOS, ChromeOS, iPadOS via PaperCut
  - Single-pass duplex scanning
  - External Finisher 3000-sheet, multi-position staple, hole punch, shift-sort. Staple-less binding option preferred but not required.
  - 3-tray input + bypass tray. Support 8.5x11, 8.5x14, and 11x17
  - Side input tray for 4000+ 8.5x11

### **Equipment Locations**

#### Washburn Rural High School

- 1) E121 - Large MFP w/ Finisher + Fax
- 2) E138 - Small MFP Desk
- 3) E148 Bookkeeper - Printer
- 4) E150 Principal - Printer
- 5) Admin Office - Large MFP w/ Finisher
- 6) Admin Office Fax - Small MFP Desk + Fax
- 7) Admin Office Secretary - Small MFP Desk
- 8) D280 - Small MFP Floor
- 9) B149 - Large MFP w/ Finisher
- 10) C250 Counseling - Large MFP w/ Finisher + Fax
- 11) C220 Hallway - Large MFP w/ Finisher
- 12) B318 - Large MFP w/ Finisher
- 13) D432 - Large MFP
- 14) D440 West Office - Large MFP w/ Finisher
- 15) C528 - Large MFP w/ Finisher
- 16) C528 - Large MFP w/ Finisher
- 17) C629 - Copy Center
- 18) C629 - Copy Center
- 19) C629 - Copy Center
- 20) D700 Library - Large MFP w/ Finisher
- 21) G351 - Large MFP w/ Finisher
- 22) G367 Hallway - Large MFP w/ Finisher
- 23) G471 - Large MFP w/ Finisher
- 24) G570 - Large MFP w/ Finisher
- 25) G2436 - Small MFP Desk
- 26) G2430 - Small MFP Desk
- 27) G2438 - Large MFP w/ Finisher
- 28) G2440 - Small MFP Desk

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- 29) G2427 - Large MFP w/ Finisher
- 30) F2425 - Small MFP Desk
- 31) E2631 - Large MFP w/ Finisher
- 32) E2510 B3 Office - Large MFP w/ Finisher

Washburn Rural Middle School

- 1) Office Bookkeeper - Printer
- 2) Office - Large MFP w/ Finisher + Fax
- 3) D8 - Large MFP w/ Finisher
- 4) D8 - Large MFP w/ Finisher
- 5) D8 - Copy Center
- 6) A20 - Large MFP w/ Finisher
- 7) A26 - Large MFP w/ Finisher
- 8) C31 - Large MFP w/ Finisher
- 9) C1 - Large MFP
- 10) Kitchen - Printer

Washburn Rural North Middle School

- 1) 109 - Large MFP w/ Finisher + Fax
- 2) 106 - Small MFP Desk
- 3) 203 - Large MFP
- 4) 823 - Large MFP w/ Finisher
- 5) 800 Collaboration - Large MFP
- 6) Library - Large MFP w/ Finisher
- 7) 723 - Large MFP w/ Finisher
- 8) 700 Collaboration - Large MFP
- 9) 623 - Large MFP w/ Finisher
- 10) 600 Collaboration - Large MFP
- 11) 312D - Printer
- 12) 309 - Large MFP

Tallgrass

- 1) Office - Large MFP + Fax

Pathways

- 1) Office - Large MFP + Fax

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Wanamaker Elementary

- 1) Kitchen - Printer
- 2) 7 - Large MFP w/ Finisher
- 3) Office - Large MFP w/ Finisher + Fax
- 4) 27B - Large MFP w/ Finisher
- 5) Library - Large MFP
- 6) 55 - Large MFP w/ Finisher
- 7) West Workroom - Large MFP

Pauline South Intermediate

- 1) Kitchen - Printer
- 2) 25 - Large MFP w/ Finisher
- 3) Office - Large MFP w/ Finisher + Fax
- 4) Workroom - Large MFP w/ Finisher
- 5) 8 - Large MFP w/ Finisher
- 6) Library - Large MFP w/ Finisher

Pauline Central Primary

- 1) 5 - Large MFP w/ Finisher
- 2) Office - Large MFP w/ Finisher + Fax
- 3) 16 - Large MFP w/ Finisher
- 4) Kitchen - Printer
- 5) 33 - Large MFP w/ Finisher
- 6) 43 - Large MFP w/ Finisher

Jay Shideler Elementary

- 1) Office - Large MFP w/ Finisher + Fax
- 2) North Workroom - Large MFP w/ Finisher
- 3) North Workroom - Large MFP w/ Finisher
- 4) 52 - Large MFP w/ Finisher
- 5) Library - Large MFP
- 6) 20 - Large MFP w/ Finisher
- 7) Kitchen - Printer
- 8) 202 - Small MFP Floor

Indian Hills Elementary

- 1) 53 - Large MFP w/ Finisher
- 2) 26 - Large MFP w/ Finisher
- 3) 3 - Large MFP w/ Finisher
- 4) Office - Large MFP w/ Finisher + Fax
- 5) 5 - Small MFP Floor
- 6) Kitchen - Printer
- 7) 7 Hallway - Large MFP w/ Finisher
- 8) 14 - Large MFP w/ Finisher

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Farley Elementary

- 1) 132 - Small MFP Floor
- 2) 300 Hallway - Large MFP w/ Finisher
- 3) 105 - Large MFP w/ Finisher
- 4) Office - Large MFP w/ Finisher + Fax
- 5) 400 Hallway - Large MFP w/ Finisher
- 6) Library - Small MFP Floor
- 7) 500 Hallway - Large MFP w/ Finisher
- 8) Kitchen - Printer
- 9) 605 - Small MFP Floor

Auburn Elementary

- 1) Kitchen - Printer
- 2) Workroom - Large MFP w/ Finisher
- 3) Office - Large MFP w/ Finisher + Fax
- 4) West Copier Room - Large MFP w/ Finisher
- 5) 10 - Large MFP w/ Finisher

Shuler Education Center

- 1) Reception - Small MFP Floor + Fax
- 2) Superintendent - Printer
- 3) Superintendent Secretary - Small MFP Desk
- 4) ED LS - Small MFP Desk + Additional Tray
- 5) Business - Small MFP Desk + Fax + 1 Additional Tray
- 6) Mailroom South - Large MFP w/ Finisher
- 7) Mailroom North - Large MFP w/ Finisher
- 8) MIS Clerk - Small MFP Desk
- 9) Medicare - Small MFP Desk
- 10) Learning Services - Small MFP Floor
- 11) Operations - Small MFP Desk + Fax
- 12) Transportation - Large MFP w/ Finisher
- 13) Lower Level - Large MFP w/ Finisher
- 14) Human Resources - Small MFP Desk + Fax
- 15) Child Nutrition Director - Printer
- 16) Child Nutrition - Small MFP Desk
- 17) Operations Manager - Printer
- 18) Warehouse - Small MFP Desk

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**SIGNATURE PAGE**

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications, and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer.

The undersigned hereby proposes and agrees to furnish and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Signer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

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**APPENDIX A**

State of Kansas  
Department of Administration DA-146a  
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and 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 contract 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 canceled, terminated, or suspended, in whole or in part, by the contracting state agency 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.
7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. Campaign Contributions I Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

X

Please sign and return with your bid.