



Reorganized School District No. 7

502 SE Transport Drive
Lee's Summit, Missouri 64081-3290 • (816) 986-2438 • FAX (816) 986-2435

Facility Services

REQUEST FOR PROPOSAL #2016-06

CONSTRUCTION MATERIALS INSPECTION & TESTING SERVICES

Projects:

Missouri Innovation Campus
1101 NW Innovation Parkway
Lee's Summit, MO 64086

Mason Elementary School Gym Addition
27600 NE Colbern Road
Lee's Summit, MO 64086

Owner: Lee's Summit R-7 School District

Owner's Representative: Kyle Gorrell, Director of Facilities

RFP Deadline: 12:00pm, March 1, 2016
R-7 Facilities Services
Attn: Kyle Gorrell, Director of Facilities
502 SE Transport Drive
Lee's Summit, MO 64081

It is the responsibility of interested firms to check the District's website <http://pds.lsr7.org> under the Purchasing & Distribution Services Department tab for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted proposal.

REQUEST FOR PROPOSAL FOR RFP NO. 2016-06 CONSTRUCTION MATERIALS INSPECTION & TESTING SERVICES Legal Notice

The Lee's Summit R-7 School District is accepting RFPs for providing Construction Materials Inspection & Testing Services for two projects starting spring 2016. Specifications, terms, and conditions are specified in the RFP packet. The RFP and required specifications can be found on the District's website in the Purchasing & Distribution Services Department. Sealed RFP Submittals must be returned to the Director of Facilities, at 502 SE Transport Dr., Lee's Summit, MO 64081. Sealed RFPs must be notated to indicate the RFP you are submitting and the name of the company submitting the proposal. Sealed RFPs must be received on or before 12:00 PM on Tuesday, March 1, 2016 at the R-7 Facilities Services Department (816-986-2420). The Lee's Summit R-7 School District reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the District.

Project Description:

General Notes: McCown Gordon will represent the School District as construction manager at the Missouri Innovation Campus.
J E Dunn will represent the School District as construction manager at Mason Elementary.

Missouri Innovation Campus

Scope of Work: The scope of this project includes new construction of an approximately 140,000 square foot two story steel frame structure.

Provide testing and inspection services based on the City of Lee's Summit jurisdictional requirements under the 2012 IBC, Chapter 17. Contract Documents for this service proposal include:

1. DLR Group Project Drawings and Specifications, Job Number 13-15105-00
2. Geotechnical Engineering Report – Terracon Project Number 02155130 – 8/20/15

Mason Elementary School Gym Addition

Scope of Work: The scope of this project involves the addition of an approximately 5,800 square foot gymnasium addition. This is a load bearing masonry structure.

Provide testing and inspection services based on the City of Lee's Summit jurisdictional requirements under the 2012 IBC, Chapter 17. Contract Documents for this service proposal include:

1. HTK Architects, Job Number 1402.03 dated 2/4/16.

Term of service:

Missouri Innovation Campus project schedule is attached as a separate PDF document. See Exhibit "A".

Mason Elementary Gymnasium – Approximately 3 months of structural construction beginning in May, 2016.

Proposal Instructions:

1. Contract documents (plans & specifications) are available electronically at no cost to bidders. Questions regarding project design can be addressed by:
 - a. DLR Group, Joe Breidenbach, jbreidenbach@dlrgroup.com (913) 897-7811
 - b. Horst Terrill & Karst, Marissa Carroll, mec@htkarchitects.com (913) 663-5373
 - c. JE Dunn, Brad Hokanson, brad.hokanson@jedunn.com (816) 426-8936
 - d. McCown Gordon, Brett Taylor, btaylor@mccowngordon.com (816) 423-2323
2. Proposals must include:
 - a. A description of services offered, in accordance with the contract documents and applicable building codes per AHJ.
 - b. Unit pricing: estimate quantities and extended costs for conducting the services outlined in this proposal request. Include all items reasonably expected (trip

- charges, hourly rates, testing charges) based on the scope of work in the construction documents.
- c. Estimated total contract amount per project.
 - d. Qualifications of the testing agency and staff who will be involved in this project.
 - e. Projects may be awarded individually.
3. RFP Schedule:
- | | |
|-------------------|--|
| February 12, 2016 | Construction Testing Services Solicitation issued. |
| March 1, 2016 | Submission of written proposals to Owner (12:00 pm CST). |
| March 17, 2016 | Contract award. |

PROJECT REQUIREMENTS

1.0 GENERAL

- A. Upon notice of award, Testing Agency will promptly notify the appropriate AHJ and provide credentials of inspection personnel.
- B. Tests may be requested by: Contractors, Construction Manager, Architect, or Owner. Specific contacts will be provided upon award of contract.
- C. Test results will be provided in writing not less than weekly to the requesting Contractor, Construction Manager, Architect and Owner.

1.1 31200 EARTHWORK

- A. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design-bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- B. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 5000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 - Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
 - Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.

1.2 321216 ASPHALT PAVING

- A. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

- B. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- C. In-Place Density: Samples of un-compacted paving mixtures and compacted pavement will be secured by testing agency according to the latest revisions of ASTM.
- Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
- Reference maximum theoretical density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
- In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
- a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case will fewer than 3 cores be taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

1.3 321313 CONCRETE PAVEMENT

- A. Testing Services: Testing shall be performed according to the following requirements:
- Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
- Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
- Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
- Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
- Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
- Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd.. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
- When total quantity of a given class of concrete is less than 50 cu. yd., Architect may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.

When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

- B. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- C. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as the sole basis for approval or rejection.

1.4 033000 CAST-IN-PLACE CONCRETE

- A. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change. Perform one test for each truckload of concrete for interior slab-on-grade.

Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.

Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.

Compressive-Strength Tests: ASTM C 39; test one laboratory-cured specimen at 7 days and two at 28 days. Hold the fourth specimen and break only if the other 28 day tests are unsatisfactory.

- b. A compressive-strength test shall be the average compressive strength from specimens obtained from same composite sample and tested at age indicated.

B. Verification Services:

- Inspection of reinforcing steel and placement per documents and ACI 318
- Inspection of bolts to be installed in concrete prior to and during placement of concrete per documents and ACI 318
- Verification of use of required design mix per documents.
- Inspection of concrete placement for proper application techniques per documents and ACI 318.
- Inspection for maintenance of specified curing temperature and techniques per documents and ACI 318.
- Installation of chemical and mechanical anchors in concrete.

1.5 042000 UNIT MASONRY ASSEMBLIES

- A. Testing Frequency: Tests and Evaluations listed will be performed during construction for each 5000 sq. ft. (460 sq. m) of wall area or portion thereof.
- B. Mortar properties will be tested per property specification of ASTM C 270.
- C. Compressive strength testing of grout per ASTM C1019.
- D. Prism-Test Method: For each type of reinforced wall construction indicated, masonry prisms will be tested per ASTM E 447, Method B.
- E. Verification Services:
The following shall be verified at the beginning of construction and on a periodic basis to ensure compliance:
 - a. Proportions of site prepared mortar
 - b. Construction of mortar joints.
 - c. Location of reinforcement and connectors.
 - d. Size and location of structural elements.
 - e. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction.
 - f. Specified size, grade and type of reinforcement.
 - g. Protection of masonry during cold weather

Prior to grouting, the following shall be verified to ensure compliance:

- h. Grout space is clean.
- i. Placement of reinforcement and connectors.
- j. Proportions of site-prepared grout.
- k. Construction of mortar joints.

Grout placement shall be verified to ensure compliance with code and documents.
Preparation of any required specimens.

1.6 051200 STRUCTURAL STEEL & 052100 STEEL JOIST FRAMING

- A. Field-bolted connections will be tested and inspected according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

Direct-tension indicator gaps will be verified to comply with ASTM F 959, Table 2.

- B. In addition to visual inspection, field-welded connections will be inspected and tested according to AWS D1.1 and the inspection procedures listed below, at testing agency's option.

Liquid Penetrant Inspection: ASTM E 165.

Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.

Radiographic Inspection: ASTM E 94 and ASTM E 142; minimum quality level "2-2T."

Ultrasonic Inspection: ASTM E 164.

- C. In addition to visual inspection, field-welded shear connectors will be inspected and tested according to requirements of AWS D1.1 for stud welding and as follows:

Bend tests will be performed when visual inspections reveal either less than a continuous 360-degree flash or welding repairs to any shear connector.

Tests will be conducted on additional shear connectors when weld fracture occurs on shear connectors already tested, according to requirements of AWS D1.1.

- D. Verification Services:

Material verification of structural steel, weld filler materials, high-strength bolts, nuts, and washers.

- a. Identification markings to conform to ASTM standards.

Inspection of high-strength bolting

- b. Bearing-type connections.

Inspection of welding

- c. Structural steel.

1) Complete and partial penetration groove welds.

2) Multi-pass fillet welds.

3) Floor and deck welds.

- d. Reinforcing steel.

1) Verification of weldability of reinforcing steel other than ASTM A 706

Inspection of steel frame joint details for compliance with approved construction documents.

- e. Details such as bracing and stiffening.

f. Member locations.

g. Application of joint details at each connection.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

1) This section is optional; it will not affect the agreement. If the District awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the greater Kansas City metropolitan trade area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this agreement).

YES _____ NO _____ SIGNATURE: _____

2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the proposal or agreement unless they are specifically named in the Request or Proposals as a joint respondent.

4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration will be the responsibility of the ordering jurisdiction.

5) Each jurisdiction that is a party to the joint proposal has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

1. **AWARD.** The right is reserved, as the interest of the District may require rejecting any or all proposals and to waive any minor informality or irregularity in proposals received. The District may accept any item or group of items of any proposal unless qualified by specific limitation of the respondent. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, PROPOSALS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE DISTRICT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY PROPOSAL UPON AT THE UNIT PRICE OFFERED UNLESS THE RESPONDENT SPECIFIED OTHERWISE IN HIS PROPOSAL.** The agreement shall be awarded to that responsible and responsive person(s) whose proposal, conforming to the Request for Proposals, will be most advantageous (lowest price and best value) to the District, price and other factors considered. An award mailed (or otherwise furnished) to the successful respondent within the time for acceptance specified in the proposal, results in a binding agreement without further action by either party.
2. **PREPARATION OF PROPOSALS.**
 - A Respondents are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the respondent's risk.
 - B Each respondent shall furnish the information required by the Request for Proposals (RFP). The respondent shall sign the RFP and print or type his/her name on each sheet thereof on which he/she makes an entry. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the District.
 - C Unit price for each unit shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate proposals for supplies or services other than those specified will not be considered unless authorized by the RFP.
 - E Respondent must state a definite time for delivery of supplies or services unless otherwise specified in the RFP.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the proposal.
 - H In submitting proposals, the vendor agrees that the District shall have 90 days in which to accept or reject any of the prices submitted unless otherwise specified on the proposal page.
 - I Specification sheets **MUST** be returned with submittal.
3. **EXPLANATION TO RESPONDENTS.** Any explanation desired by a respondent regarding the meaning or interpretation of the RFP, terms or specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach respondents before the submission of their proposal. Verbal explanation or instruction given before the award of the agreement will not be binding. Any information given to a prospective respondent concerning a RFP will be furnished to all prospective respondents as an addendum to the RFP, if such information is necessary to respondents in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed respondents.
4. **ACKNOWLEDGMENT OF ADDENDUM TO REQUEST FOR PROPOSALS.** Receipt of an addendum to a RFP by a respondent must be acknowledged (a) by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals, or returned with the packet and received prior to closing time and date.
5. **SUBMISSION OF PROPOSALS.**
 - A Proposals and modification thereof shall be enclosed in sealed envelopes and addressed to Purchasing & Distribution Services, 702 SE 291 Highway, Lee's Summit, Missouri 64063. The respondent shall show the hour and date specified in the RFP for receipt, the RFP number, and the name and address of the respondent on the face of the envelope.
 - B Emailed or faxed proposals will not be considered.

- C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the District, at no expense to the District. If not consumed by testing, samples will be returned at respondents request and expense, unless otherwise specified by the RFP.
 - D Proposals will be publicly opened as stipulated in the "Request for Proposals".
 - E Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
6. **FAILURE TO SUBMIT PROPOSAL.** If no proposal submitted, do not return the RFP unless otherwise specified. A letter or postcard should be sent to the Purchasing and Distribution Service office advising whether future invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to propose or to notify Purchasing and Distribution office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn, by written notice prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a respondent or his/her authorized representative provided his/her identity is made known and he/she signs a receipt for the submittal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. Telephone requests to withdraw a proposal will be considered only if confirmed by letter or faxed letter.
8. **LATE PROPOSALS.** Proposals will NOT be accepted after the date and time of closing under any circumstances.
9. **DISCOUNTS AND PROPOSAL EVALUATION.** Discounts offered for prompt payment may be considered in proposal evaluation. Example, if the District were to make a bulk purchase of items for a special event.
10. **MATERIAL AVAILABILITY.** Respondents must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the respondent to notify the District immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
11. **AWARD OF AGREEMENT.**
- A. **BASIS OF AWARD.**
 - (1) Only qualified proposals will be considered.
 - (2) Respondents maybe requested to submit financial statements subsequent to the opening. Such statements shall be submitted to District within three (3) days after being so requested.
 - (3) The award of the agreement, if it is awarded, will be to the lowest responsible and responsive respondent whose qualifications indicate the award will be in the best interest of the District and whose proposal complies with all prescribed requirements.
 - (4) The District reserves the right to reject any and all proposals, and waive any and all informalities, and the right to disregard all non-conforming or conditional prices or counter-proposals.
 - B. **EVALUATION OF PROPOSALS.**
 - (1) The evaluation of proposals will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated, quality of vending machines, and ability to provide a wide variety of quality products.
 - (2) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The District may assume that items are equal or it may request samples and proof thereof unless approved before shipment. The District reserves the right to return at respondent's expense all items that are not acceptable as equals, said items to be replaced by respondent with satisfactory items at the original price.

- C. **NOTICE OF AWARD.** After considering the basis of award and evaluation of proposals, the District will within ninety (90) days after the date of opening proposals, notify the successful respondent of acceptance of his/her proposal.
12. **QUALIFICATIONS OF RESPONDENTS.** The District may make such investigations as are deemed necessary to determine the ability of the respondent to perform the work and the respondent shall furnish all such information and data for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of such respondent fails to satisfy the district that such respondent is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.
13. **ANTI-TRUST.** Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
14. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the manufacturer for any or all items shall apply to the items offered under this proposal.
15. **EXPERIENCE STATEMENT** (if required). Only those proposals will be considered which are submitted by respondents who submit with their proposal an experience statement listing satisfactory service of existing vending agreements. A list of comparable projects, including pertinent information and identification of the districts or local governments, shall be submitted with the proposal. Similar experience statements shall be included for any subcontractors named in the proposal.

GENERAL CONTRACT REQUIREMENTS.

1. DEFINITIONS.

- A "District" shall refer to:
Lee's Summit R-7 School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.
- B "Selected respondent" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the agreement and who has entered into this agreement for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate agreement or agreement with the contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the agreement documents.
Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District.
- F The term "estimated" represents quantities estimated for the period of time stated.
- G The term "minimum" means the District will order this quantity of supplies during the period of this agreement at the price bid.

3. **AGREEMENT TERMS.** The performance of this agreement shall be governed solely by the terms and conditions as set forth in this agreement and any specifications or documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the agreement.
4. **TRANSPORTATION CHARGES.** When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by the selected respondent.

5. **PACKAGING.** The District will not be liable for any charges for delivery, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the District under the terms and conditions of this document shall be deemed accepted until the District has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the selected respondent or herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the selected respondent's expense for full credit or replacement.
7. **GENERAL GUARANTY AND WARRANTY.** The selected respondent warrants that all materials, fixtures, and equipment furnished by the selected respondent's and his/her sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The selected respondent also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the agreement. Furthermore, he/her shall furnish the District with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the agreement.
8. **PATENTS.** The selected respondent warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and selected respondent covenants that he will at his own expense, defend every suit which may be brought against the District, or those selling or using district's product (provided selected respondent is promptly notified of such suit and all papers therein are delivered to selected respondent) for any alleged infringement of any patent by reason of the sale or use of such articles and selected respondent agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** The District assumes no obligation for products or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to District's rejection and return at selected respondent's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this agreement due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of selected respondent, or in the event of breach of any of the terms hereof including the warranties of the selected respondent, the District may cancel this agreement or affirm the agreement and hold selected respondent responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** The vendor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to the vendor's performance under this agreement. Vendor shall indemnify and hold the District harmless on account of any violations thereof relating to Vendor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The District requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF AGREEMENT AND ASSIGNMENTS.** This agreement shall be construed according to the laws of the State of Missouri. This agreement, or any rights, obligations, or duties

hereunder may not be assigned by the selected respondent without the District's written consent and any attempted assignment without such consent shall be void.

16. **SELECTED RESPONDENT'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: agreement number (if any), purchase order number, item number; agreement description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Lee's Summit R-7 School District's Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the District relative to any part of this agreement will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said selected respondent at his/her last given address or delivered in person to said selected respondent or his/her authorized representative on the work or service.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this agreement will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this agreement immediately, under breach of agreement, if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the agreement period the selected respondent will be liable for all costs in excess of the established agreement pricing.
20. **INDEMNITY AND HOLD HARMLESS.** The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, his/her subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-AGREEMENTS.**
 - A. The selected respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.
 - B. The selected respondent shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
 - C. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the agreement.
 - D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.

22. **UNIFORM COMMERCIAL CODE.** This agreement is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said agreement.
23. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this agreement in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this agreement, the selected respondent shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the agreement. Any claim by the selected respondent for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the selected respondent's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the agreement as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The selected respondent shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the selected respondent shall bear all risks for rejected supplies after notice of rejection.
25. **EXECUTION OF AGREEMENT.** The agreement shall consist of a **YEARLY AGREEMENT** and a copy of the selected respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the selected respondent is as set forth in the selected respondent's RFP. Items not awarded, if any, have been deleted.
26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this agreement, the selected respondent agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
27. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
28. **ASSIGNMENTS.** Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part his interest under any of the agreement documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the District.

**SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

1. INSURANCE:

The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY

Not applicable.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence:	\$ 2,000,000
Personal & Advertising Injury:	\$ 2,000,000
Products/Completed Operations Aggregate:	\$ 2,000,000
General Aggregate:	\$ 2,000,000

Policy must include the following conditions:

- Contractual Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Independent Contractors
- Additional Insured: Lee's Summit R-7 School District

c. AUTOMOBILE LIABILITY

Policy shall protect the consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- 1. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section.

d. WORKERS' COMPENSATION

This insurance shall protect the consultant against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the District, Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Lee's Summit R-7 School District
Purchasing and Distribution Services Department
702 SE M-291 Highway
Lee's Summit, MO 64063

2. INVOICING AND PAYMENTS:

a. Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services. Invoices shall contain the following information: contract number, date of services, description of services, price per person, and extended totals.

REFERENCES AND EXPERIENCE

A MINIMUM of five (5) years of experience is required of the successful respondent, in similar services, as described in the scope. Experience and references provided by respondent shall be verified and will be a significant factor in the evaluation process. Respondents are **REQUIRED** to provide the information below in **FULL DETAIL**.

How many years has your firm been in business?		YEARS:	
List references showing agreements, held by your company, providing the same services for other Districts or private companies. Attach a separate sheet of paper, if needed.			
COMPANY NAME & ADDRESS:	CONTACT NAME & PHONE NUMBER:	DATE OF TRAVEL:	DESCRIBE IN DETAIL SERVICES YOUR COMPANY PROVIDED:

PERSONNEL QUALIFICATIONS

Respondents are REQUIRED to provide the information below in FULL DETAIL.

Indicate person who will be supervising project and years of experience in similar work.

Name: _____ Years of Experience: _____

Type of Experience: _____

Complete the following for employees that will be working on this project. List any previous work directly relating to the scope of this project for other school districts or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAMES	QUALIFICATIONS	EXPERIENCE/TRAINING/ CERTIFICATIONS

Verification Affidavit for Selected Respondent to Complete:



Lee's Summit R-VII School District
301 NE Tudor Road
Lee's Summit, Missouri 64086
(816) 986-1000 • FAX (816) 986-1168
Business Services

As a condition for any service provided to the Lee's Summit R-VII School District, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract services. [RSMO 285.530 (2)]. The completed affidavit must be returned as part of the contract documentation or mailed to Lee's Summit R-VII School District, Attn: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086.

This affidavit affirms that _____ (Company Name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and _____ (Company Name) does not knowingly employ any person who is unauthorized alien in conjunction with the contracted services.

Name (Please Print) of registered agent, legal representative or corporate officer

Title

Signature of registered agent, legal representative or corporate officer

Subscribed and sworn to before me this _____ of _____. I am commissioned as
(DAY) (MONTH, YEAR)

a notary public within the County of _____, State of _____, and my commission
(NAME OF COUNTY) (NAME OF STATE)

expires on _____.
(DATE)

Signature of Notary

Date

Failure to respond will cause payments due to you to be held until affidavit is received. Once the affidavit is received, payments will be released.

Exhibit A - MISSOURI INNOVATION CAMPUS PROJECT SCHEDULE IS ATTACHED AS A SEPARATE PDF DOCUMENT.