



**Purchasing and Distribution Services
702 SE M291 Highway
Lee's Summit, Missouri 64063**

(816) 986-2213

Email: melissa.ross@lssr7.net

INVITATION TO BID

DATE: March 10, 2016
FOR: PE Supplies
BID#: 2016-13
DATE OF OPENING: March 28, 2016
TIME OF OPENING: 3:00 PM

THE UNDERSIGNED HEREBY:

- 1. Agrees to deliver the items specified herein in accordance with the terms, conditions specifications and prices set forth.
- 2. Certifies that he/she is an authorized agent of said company and has the authority to legally enter into a binding contract.

BIDS MUST BE SIGNED IN INK

_____	_____
Name of Vendor	Authorized Representative (Print)
_____	_____
Street Address	Authorized Signature
_____	_____
City	State, Zip Code
_____	_____
Telephone	Contact Email

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to Melissa Ross, Site Purchasing Specialist at the address listed above.

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District desires to solicit bids relating to the purchase of **PE Supplies for 2016-2017 SY** (See Exhibit A).
2. All bids shall be quoted **F.O.B. DESTINATION** unless otherwise specified.
3. Primary Delivery Location: Lee's Summit R-VII School District
 Purchasing and Distribution Services
 702 SE 291 Highway
 Lee's Summit, MO 64063
4. Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, service and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that appears to be in the best interest of the District.
5. The terms of this bid shall remain in effect for at least one year from date of award. All prices **MUST** remain firm during that time period. This contract shall commence on April 15, 2016 unless otherwise stipulated on a specific order issued by the District. The agreement shall remain in effect through April 14, 2017. The District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and vendor(s) for an additional one (1) year period, but not to exceed two (2) additional one (1) year periods. Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.

If the Vendor requests an increase in compensation for any renewal period, the Vendor shall notify the Purchasing Supervisor no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Purchasing Supervisor of increased costs incurred by the Vendor for any element of the bid for which an increase is requested. **The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases.** It shall be understood that such price adjustments **shall not** exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

The Purchasing Supervisor shall notify the Vendor in writing of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the District's right to exercise the renewal option.

6. The successful bidder shall make deliveries as stated on each order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the successful bidder shall notify the District of the delays in advance of the delivery dates so that a revised delivery schedule can be negotiated.
7. If the bidder experiences a back order of items from its manufacturer or distributor, the bidder shall ensure that such back orders are filled within fifteen (15) calendar days from the date of the initial purchase order. The successful bidder shall not invoice the District for back ordered items until such back orders are delivered and accepted by the District's authorized representative. It is understood and agreed that the District may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor and choose to cancel this contract.
8. If the bidder requires a minimum dollar value for each individual order or delivery, the bidder on its bid **MUST** designate this minimum dollar amount. It is hereby agreed and understood that such designation qualifies the bidder's proposal as a variation from the bid requirements. Accordingly, the District may, in its best interest, accept this variation as a stipulation of agreement award or reject the bidder's proposal as non-responsive.
9. Because of the wide variety of merchandise on this Invitation to Bid, all bidders are not expected to bid on all items. Please bid on those that you are able to bid, and simply mark those on which you are unable to bid as "no bid." Evaluations will be made on the cumulative items on which your bid was received. The District reserves the right to subdivide the bid lists into individual line items, if desired. This action may result in numerous bid awards to several different vendors of suppliers. However, it is the intent of the District to group as many products together as possible. The District reserves the right to determine which items shall be grouped together and will make that decision based on the best interest of the District.
10. Prices shall be fixed with minimum adjustments allowed. If the bidder is awarded an agreement under this bid solicitation, **the prices proposed by the bidder shall remain fixed for a period of one hundred eighty (180) days after the issuance of an initial purchase order or District Visa P-Card purchase, regardless of market conditions.**
11. Pay close attention to the unit of measure asked for on the bid and bid exactly per that unit, i.e. box, package, etc.

12. The successful bidder(s) **MUST** agree to provide all applicable District personnel with the necessary training to accurately search available products and to complete individual on-line orders, if staff is ordering from a specific location, i.e., a school building or other District facility. It is anticipated that a minimum of five (5) one-hour sessions may be needed in order to accommodate District staff.
13. The successful bidder(s) must agree to offer the bid prices on a three (3) tier purchasing level.
 - Level 1: District employee making a purchase using a Purchase Order or a District Visa P-Card. These purchases are tax-exempt.
 - Level 2: District employees using a personal credit card. These purchases will need to be charged tax since the purchase is not being paid with "District" funds.
 - Level 3: District students and/or their families using a personal credit card. These purchases will need to be charged tax since the purchase is not being paid with "District" funds.

Any deviation or exclusions from the bid specifications MUST be noted in detail, and submitted in writing with the bid packet.

GENERAL INVITATION TO BID INSTRUCTIONS

1. These General Terms, Conditions and Instructions apply to all proposals made to Lee's Summit R-VII School District (herein after referred to as "District") by each prospective vendor (herein after referred to as "Bidder") in response to District solicitations including, but not limited to, Invitations to Bids, Requests for Proposals and Requests for Quotes. As such, the words "Bid" and "Proposal" are used interchangeably in reference to any and all offers submitted by prospective vendors.
2. **Late Bids will not be accepted or considered.** It is the responsibility of the bidder to ensure that the bid arrives at the District's Purchasing and Distribution Services Department prior to the time indicated in the "Invitation to Bid". Telephone quotes will not be accepted when competitive sealed bids are solicited. In addition, bids sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bids either by airfreight, postal service, or other means. Late bids will be time and date stamped late and may be returned to the bidder.
3. Each Bidder shall furnish the information required; the unit price for each item bid must be shown; a total for each item bid must be entered; and in case of error in extension, the unit price shall prevail.
4. Specifications are provided to identify the product required and to establish an acceptable quality level. **Bids must be on the products listed on Exhibit A. No substitutions are allowed and will not be considered. Samples of item or items, when required, must be furnished free of expense to the District, and if not destroyed by tests, may upon request made at the time the sample is**

furnished, be returned at the Bidder's expense. Failure to furnish brochures, specifications, and/or samples as requested may be sufficient cause for rejection of Bids. Materials and/or services are to be supplied as specified. The District shall be the sole judge in determining "equals" in regard to quality, price, and performance.

5. The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any or all portions of a bid if deemed to be in the best interest of the District. The Invitation to Bid implies no obligation on the part of the District, and the District's silence does not imply any acceptance or rejection of any bid or quotation offer. The District reserves the right to select a bid with higher prices than the lowest of all prices received, if, in the opinion of the District, its interests will be best served by such bid.
6. Bidders are expected to examine the drawings, specifications, schedule of delivery and all instructions. Failure to do so will be at the bidder's risk.
7. Prices shall include all applicable discounts. If the successful bidder is offering a discount for quick payments, please state all payment terms in your bids.
8. The agreement will be awarded to that responsive and responsible bidder(s) whose bid will be most advantageous to the District, price, specifications and other factors considered. The District reserves the right to waive any technical or formal error or omissions and reject any or all bids, or to award an agreement for the items thereon, either in part or in whole, if it is deemed to be in the best interest of the District to do so. Criteria that may be considered by the District in the award of this bid includes, but is not limited to, the following:
 - A. Superior quality and adherence to specifications
 - B. Adequate maintenance and service
 - C. Delivery and/or completion time
 - D. Guarantees and warranties
 - E. Company's reputation and financial status
 - F. Past experience and cost with same or similar equipment or service
 - G. Anticipated future cost and experience
9. Any deviation from the specifications MUST be noted in detail, and submitted in writing with the bid packet. Complete specifications and samples of substituted items being offered must be enclosed with supplier's bid packet. In the absence of a specification deviation statement and accompanying substitution specifications, the bidder shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement and samples, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document and each sample being substituted.

10. The Invitation to Bid does not obligate the District to pay any costs incurred in the preparation or the submission of such bids, or to purchase or contract for materials or services, including costs of any required bonding.
11. Bidders who are not selected must submit objection documents, exhibits or other evidence within five (5) business days of opening if they wish to protest any portion of the Invitation to Bid.
12. The Bid price shall be exclusive of any federal or state taxes, from which the District is exempt. The District's Federal Tax Identification Number is 44-6004933. The District's State of Missouri Tax Exemption Certificate number is 12585521.
13. Bidder understands and agrees that the District may increase or decrease quantities or modify specifications by mutual agreement with the selected supplier.
14. The District shall not be responsible for any goods delivered or services performed without an agreement, signed by an authorized representative of the Purchasing and Distribution Services Department.
15. When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered, and/or work must be performed, on or before said date, or the agreement for the delinquent merchandise and/or work may be canceled and awarded to another bidder. In such case, the District shall have the right to buy such merchandise and have such work performed at market price for immediate delivery, and all excess costs shall be paid by the bidder whose merchandise and/or work was delinquent.
16. Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of bid, the District will contact the successful bidder and make it aware of the interest by another agency (if any). The successful bidder and the interested agency will then be able to design the successful bid around their parameters, i.e., delivery locations, products, etc.
17. Provider (vendor) must have the ability to accept the Lee's Summit R-VII School District Visa Purchasing card without passing on any additional fees to the District. The District has implemented a Visa Purchasing Card Program for ease of purchasing items, especially for smaller items. Use of the District Visa Purchasing Card is the District's preferred method of payment and is used at the discretion of the District and not the provider (vendor).
18. The bid process is open and fair to everyone. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised via the issuance of an amendment to the Invitation to Bid, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the Invitation to Bid, any questions

received less than five (5) calendar days prior to the opening date may not be answered.

Purchase Orders and District Visa P-Cards

1. **OFFER/ACCEPTANCE:** If the Purchase Order or Visa P-Card order refers to Vendor's bid, then the Purchase Order or Visa P-Card order is an ACCEPTANCE of Vendor's OFFER TO SELL, as stated in Vendor's bid. If no bid is referenced, the Purchase Order or Visa P-Card order is an OFFER TO BUY, subject to Vendor's acceptance; which can be demonstrated by Vendor's performance of the order or by a formal acknowledgement. This section deals with items to purchase that may be provided by the successful bidder, but not listed on actual bid documents.
2. **CHANGES:** Any changes in prices to a Purchase Order or Visa P-Card order shall be verified in writing, signed by an authorized representative of Lee's Summit R-VII School District and acknowledged by Vendor. Each shipment received or service performed shall be deemed to be only upon the terms contained in the Purchase Order or Visa P-Card order, notwithstanding any terms that may be contained in any invoice or other act of vendor other than acknowledgement of a written change submitted and approved by the District.
3. **DELIVERY:** In its acceptance of any quotation offer, Lee's Summit R-VII School District is relying on the promised delivery date, installation, and/or service performance as material and basic to its acceptance. In the event of Vendor's failure to deliver as and when promised, Lee's Summit R-VII School District reserves the right to cancel its order, or any part thereof, and vendor agrees that Lee's Summit R-VII School District may return all or part of any shipment so made, and may charge vendor with any loss or expense sustained as a result of such failure to deliver as promised.
4. **NEW GOODS:** All equipment delivered against the Purchase Order or Visa P-Card order shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
5. **QUALITY:** Lee's Summit R-VII School District shall be the sole judge in determining "equals" in regard to quality, price and performance.
6. **INSPECTION:** Receipt of goods or services in response to the Purchase Order or Visa P-Card order can result in authorized payment on the part of Lee's Summit R-VII School District. However, it is understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the goods or services fail to meet all of Lee's Summit R-VII School District inspection requirements, Lee's Summit R-VII School District may exercise any or all of its rights allowed by law or in equity, including those provided in the Uniform

Commercial Code. Vendor shall be responsible for inspection and replacement of all items damaged in shipment.

7. **WARRANTIES:** All goods covered by the Purchase Order are conveyed by vendor to Lee's Summit R-VII School District subject to the warranties and buyer's remedies described in the Uniform Commercial Code. This shall include but not limited to the warranty of title and against infringement, the implied warranty of merchantability, and the implied warranty of fitness for particular purpose.
8. **TERMINATION:** In the event of the vendor's failure to deliver as and when specifically promised, Lee's Summit R-VII School District reserves the right to cancel the Purchase Order or request credit to the Visa P-Card order, or any part thereof, without prejudice to its other rights, and vendor agrees that Lee's Summit R-VII School District may return all or part of any shipment so made and may charge vendor any loss or expense sustained as a result of such failure to deliver as promised.
9. **DISCOUNT:** Any discount periods will start from the date of Lee's Summit R-VII School District receipt of an acceptable invoice or from the date of its receipt of acceptable merchandise at destination, whichever occurs later.
10. **TAXES:** Lee's Summit R-VII School District is exempt from Federal and State Taxes under the State of Missouri Tax Exemption Certificate #12585521.
11. **PRICES:** Vendor agrees, if its bid is accepted by Lee's Summit R-VII School District within the time specified, to furnish the goods and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price shall prevail. If the price is omitted on the Purchase Order, vendor's price shall be the lowest prevailing market price.
12. **PROMPT PAYMENT:** It is Lee's Summit R-VII District policy to promptly pay vendors for goods and services it purchases. Payments are processed monthly.
13. **ASSIGNMENT:** Except for assignment of antitrust claims, neither party to the agreement created by the Purchase Order may assign any portion of the agreement or Purchase Order without the prior written consent of the other party. Vendor, and Lee's Summit R-VII School District as purchaser, recognizes that in actual economic practice antitrust violations ultimately impact on the purchaser.
14. **O.S.H.A.:** All chemicals, equipment and materials proposed and/or used by vendor in satisfaction of the terms of the Purchase Order shall conform to the standards required by O.S.H.A.
15. **MATERIAL SAFETY DATA SHEETS (MSDS)** shall accompany each shipment, when applicable.

16. **INDEMNIFICATION:** In the event any goods sold or delivered under the Purchase Order or Visa P-Card order are covered by any patent, copyright or trademark, or application therefore, vendor shall indemnify and hold harmless the Lee's Summit R-VII School District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions or judgments on account of manufacture, sale or use of such goods in violation, infringement or the like or rights under such patent, copyright, trademark or application.

17. **GOVERNING LAW AND VENUE:** All issues regarding the formation, performance and/or legal enforcement of this Purchase Order or Visa P-Card order shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for the resolution of any disputes arising out of or relating to the Purchase Order or Visa P-Card order shall be in the Lee's Summit R-VII School District, Lee's Summit, Missouri.