



**Lee's Summit R-VII School District
Purchasing and Distribution Services
702 SE 291 Highway
Lee's Summit, MO 64063
816-986-2190
Email: christa.battaglia@lsr7.net**

REQUEST FOR BIDS #2016-25

The Lee's Summit R-VII School District will accept separate sealed proposals from qualified persons or firms interested in submitting a response for the following:

**BUILDING INTERCOM REPLACEMENT FOR PLEASANT LEA MIDDLE SCHOOL
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

PROPOSALS MUST BE RECEIVED BY 3:00 PM (CST) ON FRIDAY, JUNE 17, 2016

A Pre-Proposal Meeting is scheduled for Friday, June 3, 2016 at 1:00 pm at the site: Pleasant Lea Middle School, 630 SW Persels Road, Lee's Summit, MO 64081

The cutoff date for any written questions for this RFP is Wednesday, June 8, 2016 at 12:00 PM (CST).

**Please mark your sealed envelope "BID 2016-25 Building Intercom Replacement"
and return four (4) copies of your proposal to the following address:**

Lee's Summit R-VII School District
Purchasing & Distribution Services
Attention: Christa Battaglia, Purchasing Supervisor
702 SE 291 Highway
Lee's Summit, MO 64063

**It is the responsibility of interested firms to check the District's website <http://pds.lsr7.org/bidsrfp/>
for any addendums or notices of information prior to the opening date and time of this BID.
All addendums must be signed and included with your submitted proposal.**

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity and/or services in accordance with all terms, conditions, and pricing specified herein or to offer a "no response." Please type or print the information below. **The Respondent is REQUIRED to complete, sign and return this form with your submitted response for this BID.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone # Fax #

Date Tax ID #

E-mail

Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

If submitting a "no proposal" please provide a brief explanation for the reason why and return this page:

**ADVERTISEMENT FOR RFPS/BIDS:
BID #2016-25 BUILDING INTERCOM REPLACEMENT**

The Lee's Summit R-VII School District is accepting Bids for the Replacement of the Building Intercom System at Pleasant Lea Middle School. Specifications, terms, and conditions are specified in the Bid packet, which can be found on the District's website: <http://pds.lsr7.org/bidsrfp/>. Sealed Proposals must be returned to Purchasing & Distribution Services, 702 SE 291 Highway, Lee's Summit, MO 64063. Sealed Proposals must indicate on the envelope, the Bid Title and the name of your Company. Sealed Proposals must be received on or before 3:00 PM on June 17, 2016 at the Purchasing & Distribution Services Department (816-986-2210). A Pre-Proposal Meeting is scheduled for Friday, June 3, 2016 at 1:00 pm at the site: Pleasant Lea Middle School, 630 SW Persels Road, Lee's Summit, MO 64081. Attendance is not mandatory, but is encouraged.

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District Facilities Services desires to solicit bids relating to the replacement of the Building Intercom System at Pleasant Lea Middle School, located at 630 SW Persels Road, Lee's Summit, MO 64081, per the specifications and contract attached to this bid.
2. Bid price shall include new equipment, delivery and installation.
3. All bids shall be quoted **F.O.B. DESTINATION** unless otherwise specified.
4. The date and time of the installation shall be scheduled ahead of time by contacting Bruce Gibson or Kyle Gorrell in the Facilities Services Department at 816-986-2420.
5. 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, lead time, 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 is in the best interest of the District.
6. 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. The manufacturer warranty for the Intercom System shall commence after the equipment is installed by the winning bidder, unless otherwise stipulated on a specific order issued by the District. (See #10 below for allowable exceptions.) The District may make additional purchases at the itemized price listed in the bid packet for a period of one (1) year.
7. The successful bidder shall make deliveries as stated on each order. All deliveries and installation 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 and installation 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.
8. 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 twenty (20) calendar days from the date of the initial 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.
9. Bidders are expected to bid on the equipment item as listed on the Equipment Specifications List. If there are any deviations from the specifications listed, the bidder is expected to make note on the bid form. The District reserves the right to determine the successful bidder 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. After this period, the vendor may submit a price adjustments to the District based on a Manufacturer's Revised Published Price List. The request **MUST** contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer's notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District.
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.

11. In the event a replacement product is necessary due to product failure, the Lee's Summit Facilities Department will work directly with the manufacturer under the applicable warranty coverage. A standard five (5) year warranty is preferred for the equipment purchase.
13. The successful bidder(s) must agree to accept the District's Purchase Order or the District's Visa P-card for the order. These purchases are tax exempt.
14. Bids must be returned in a sealed envelope and received in the Purchasing and Distribution Services Department no later than 3:00 PM on June 17, 2016.
15. The Lee's Summit R-VII School District will review all bid submissions with regards to pricing, product performance, equipment features, references and experience. The District plans to award the bid within 30 days after the bid opening.

SPECIFICATIONS:

PUBLIC ADDRESS SYSTEM

1.1 SUMMARY

- A. Furnish and install all equipment, accessories, and materials in accordance with these specifications and drawings to provide a tested and fully functioning intercom system in the building, including but not limited to:
 1. Intercom Head End system / Admin Intercom Master Station and Media Player
 2. Ceiling and Wall-Mounted Speakers with talk-back functionality initiated by existing wall-mounted call buttons (Intercom Call-In Switches).
 3. Amplifier/Switching Device – a minimum of one located in each Telecom Room, to power classroom ceiling speakers.
 4. Paging horn if applicable.
- B. Coordinate with Owner regarding the following:
 1. Speaker Zones
 2. Class / Bell schedule
 3. Training of the interface of the Public Address System and how to load and change content on the Media Player.

1.2 DEFINITIONS

- A. Channels: Separate parallel signal paths, from sources to loudspeakers or loudspeaker zones, with separate amplification and switching that permit selection between paths for speaker alternative program signals.
- B. VU: Volume unit.
- C. Zone: Separate group of loudspeakers and associated supply wiring that may be arranged for selective switching between different channels.

1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in manufacture of public address systems and ancillary equipment of types, ratings, and capacities required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer's Qualifications: Firms with at least 3 years of successful installation experience with projects utilizing public address systems and equipment similar to that required for this project.
- C. All work shall be performed and completed in a thorough and workmanlike manner and in accordance with the manufacturer's instructions.
- D. All items of equipment including wire and cable shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.
- E. Except where specifically noted otherwise, all equipment supplied shall be the standard product of a single manufacturer of known reputation and experience in the industry. The supplying contractor shall have attended the manufacturer's installation and service school. A certificate of this training shall be provided with the contractor's submittal.

F. Listing and labeling: Provide products specified in this section that are listed and labeled.

1. The Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100

1.4 REGULATORY REQUIREMENTS

- A. Provide products listed and classified by Underwriter's Laboratories, Inc as suitable for the purpose indicated.
- B. Follow all applicable local codes, references, and standards per the listings in this specification and per the Authority Having Jurisdiction.
- C. The communications system shall bear the label of a Nationally Recognized Testing Laboratory (NRTL) such as D.S.& G. and be listed by their re-examination service. All work must be completed in strict accordance with all applicable electrical codes, including N.E.C. Section 800-51 (i), under direction of a qualified and factory approved distributor, to the approval of the owner.
- D. Comply with UL 50
- E. Comply with NFPA 70

1.5 SUBMITTALS

- A. The following submittals are due at the "pre-construction" phase submission:
 - 1. Shop Drawings:
 - a. Submit for review scaled layout drawings showing the routing of all cabling, locations of public address devices, console, rack arrangements and splices (where allowed/required by contract documents), pair/strand counts, cable types, cable jacket listing information, fire-stop locations (with quantity and NRTL system number identified) and cable designations at each splice and termination point.
 - b. Unless otherwise required by these specifications, it is permissible to show different cabling systems (voice, data, CATV, A/V) on the same shop drawing.
 - c. Shop drawings shall show the layout of the AV equipment racks with each block/panel.
 - 2. Provide calculations for sizing backup battery
 - 3. Provide a typed list indicating part name, manufacturer, part number, and color (if applicable) for products specifically identified herein by the exact and complete part number (no wild-card characters).
 - 4. Submit manufacturer's cut sheets or catalog cut sheets of each of the cables specified not specifically identified by its exact part number:
 - a. Cut sheets shall include the following information at a minimum:
 - 1) Manufacturers name and logo
 - 2) Cable outside diameter
 - 3) Number of conductors/strands in each cable and binder group
 - 4) Gauge or strand thickness
 - 5) Minimum transmission performance rating
 - 6) Cable jacket material and rating
 - 7) Maximum pulling tension
 - 8) Jacket/Sheath color
 - 9) Individual conductor or strand insulation colors
 - 10) Minimum bend radius
 - a) During installation and post installation.
 - b) As well as any additional information required by individual sections of this Division.
 - 5. Required warranty information as indicated herein and elsewhere in this Division
 - 6. Manufacturers Testing
 - a. Submit as required by in the specification sections.
- B. The following submittals are due at the "Project Completion" phase submission:
 - 1. As-built Drawings:
 - a. Submit scaled layout drawings showing the routing of all cabling, locations of speakers, head end equipment, public address devices and splices (where allowed/required by contract documents), pair/strand counts, cable types, cable jacket listing information, fire-stop locations (with quantity and NRTL system

- number identified) and cable designations at each splice and termination point.
 - b. Unless otherwise required by these specifications, it is permissible to show different cabling systems (voice, data, CATV, A/V) on the same As-built drawing.
 - c. As-built drawings shall show the layout of the AV equipment racks with each block/panel.
2. Installation wiring diagrams and instruction manuals
 3. Warranty Certificate
 4. Submit a certificate of completion of installation and service training from the system manufacturer.

PART 2 - PRODUCTS AND MATERIALS

2.1 MANUFACTURERS

- A. CareHawk – CH 1000 System
- B. Bogen – Multicom 2000 System

2.2 HEAD END EQUIPMENT

- A. Main Cabinet
- B. Intercom Master Station
- C. Media Player - Integral or Auxiliary.

2.3 PERIPHERAL DEVICES

- A. Administration Phone / Microphone (2)
- B. Switching Modules

1. Provide quantities as required to support all Classroom Speaker locations. ***Include minimum 25% spare ports in each Telecom Room for future expansion.***

C. Speakers & Call Stations

1. Indoor ceiling speakers and grilles (ceiling mounted-flush) shall be:
 - A. Quam System 12/25 R2RJ.
 - B. Bogen ModelS86T725PG8W Mounted in a RE84 enclosure, TB8 tile bridge
 - C. Approved equal
2. Indoor wall-mounted speakers shall be:
 - A. Quam System 2
 - B. Bogen Model WBS8T725
 - C. Approved equal
3. Use existing single gang call stations (Call Buttons)
4. Wiring shall be done per manufacturer's recommendations and shall utilize plenum-rated Category 5e Speakers that shall be provided with two-way functionality unless in corridors or rooms with multiple speakers where a single speaker is being identified for the return signal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install and wire systems and equipment in accordance to the NFPA 70, other applicable codes, and per the local Authority Having Jurisdiction. Install and wire systems and equipment to comply with manufacturer's written instructions.
- B. Wiring Method: Install wiring in raceway in walls and in un-accessible ceiling spaces. In spaces above accessible ceilings, plenum cable may be installed in cable trays or using D-Rings where cable trays are not available. All cabling shall be kept a minimum of 12" from lighting ballasts and 4' from transformers and power equipment.
- C. Control Circuit Wiring: Install control circuits in accordance to NFPA 70 and as indicated per manufacturer's instructions.

Provide number of conductors as recommended by system manufacturer to provide the control functions specified.

- D. Splices, Taps, and Terminations: Make splices, taps, and terminations on numbered terminal strips in junction, pull, and outlet boxes, terminal cabinets, and equipment enclosures.
- E. Wiring Within Enclosures: Provide adequate length of conductors. Bundle, lace, and train the conductors to terminal points with no excess. Provide and use lacing bars.
- F. Match input and output impedances and signal levels at signal interfaces. Provide matching networks where required.
- G. Provide physical isolation from each other for microphone, line level, speaker, and power wiring. Run in separate raceways or provide 12 inches of minimum separation where exposed or in same enclosure. Provide additional physical separation as recommended by equipment manufacturer.
- H. Conductor Requirement and Sizing: Size all conductors per manufacturer's recommendations.
- I. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.
- J. Speaker-Line Matching Transformer Connections: Make initial connections using tap settings as recommended by the Manufacturer.
- K. Grounding: Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common mode returns, noise pickup, cross-talk, and other impairments. Ground equipment per manufacturer's recommendations.
- L. Repairs: Wherever walls, ceilings, floors, or other building finishes are cut for installation - repair, restore, and refinish to the original appearance
- M. Cleaning: Prior to final acceptance, clean system components and protect from damage and deterioration.
- N. Firestopping: All holes, conduit penetrations, etc., shall be firestopped to meet applicable codes. Penetrations shall be made using conduit sleeves.
- O. All outside speakers shall be on a separate zone.

3.2 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: If installing contractor is not already a factory-authorized service representative, engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field-Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:
 - 1. Schedule tests with at least seven days' advance notice of test performance.
 - 2. After installing public address and after electrical circuitry has been energized, test for compliance with requirements.
 - 3. Cable Test: Contractor shall provide a thorough testing program for the cabling system. The testing should be done in accordance with EIA/TIA TSB-67, Level II performance. All cables shall be tested.
 - 4. Operational Test: Perform tests that include originating program and page messages at microphone outlets, preamplifier program inputs, and other inputs. Verify proper routing and volume levels and that system is free of noise and distortion.
 - 5. Signal-to-Noise Ratio Test: Measure signal-to-noise ratio of complete system at normal gain settings as follows:
 - a. Disconnect microphone at connector or jack closest to it and replace it in the circuit with a signal generator using a 1000-Hz signal. Replace all other microphones at corresponding connectors with dummy loads, each equal in impedance to microphone it replaces. Measure signal-to-noise ratio.
 - b. Repeat test for each separately controlled zone of loudspeakers.
 - c. Minimum acceptance ratio is 50 dB.
 - 6. Distortion Test: Measure distortion at normal gain settings and rated power. Feed signals at frequencies of 50,

200, 400, 1000, 3000, 8000, and 12,000 Hz into each preamplifier channel. For each frequency, measure distortion in the paging and all-call amplifier outputs. Maximum acceptable distortion at any frequency is 3 percent total harmonics.

7. Acoustic Coverage Test: Feed pink noise into system using octaves centered at 500 and 4000 Hz. Use sound-level meter with octave-band filters to measure level at five locations in each zone. For spaces with seated audiences, maximum permissible variation in level is plus or minus 2 dB. In addition, the levels between locations in same zone and between locations in adjacent zones must not vary more than plus or minus 3 dB.

D. Inspection: Verify that units and controls are properly labeled and interconnecting wires and terminals are identified. Prepare a list of final tap settings of paging speaker-line matching transformers.

E. Public address systems will be considered defective if they do not pass all tests and inspections.

F. Prepare test and inspection reports.

1. Include a record of cable testing, final speaker-line matching transformer-tap settings, and signal ground-resistance measurement certified by Installer.

3.3 STARTUP SERVICE

A. Perform startup service.

1. Verify that wiring installation complies with manufacturer's submittal and installation requirements.
2. Complete installation and startup checks according to manufacturer's written instructions.

3.4 ADJUSTING

A. On-Site Assistance: Engage a factory-authorized service representative to provide on-site assistance in adjusting sound levels, resetting transformer taps, and adjusting controls to meet occupancy conditions.

B. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.5 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain the public address and mass notification systems and equipment in all operating modes and functions.

B. Schedule training with owner with at least seven (7) days advanced notice.

C. Provide a minimum of four (2) hours of training.

3.6 ON-SITE ASSISTANCE

A. Occupancy Adjustments: When requested within one (1) year of date of Substantial Completion, provide on-site assistance in adjusting sounds levels, adjusting controls, and investigating possible needs for any system revisions required to meet actual occupancy conditions. Provide up to one (1) visit to the site for this purpose.

3.7 WARRANTY:

A. The contractor shall warrant parts and labor for the complete system wiring and equipment to be free from inherent mechanical and electrical defects for a period of one (1) year.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 EXAMINATION OF CONDITIONS AFFECTING WORK

§ 1.1.1 Existing Conditions: Prior to beginning Work, Contractor shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, codes, ordinances, rules and regulations that will affect his Work.

§ 1.1.2 CONTRACTOR shall visit the site, examine the grounds and all existing conditions, and shall ascertain by reasonable means all conditions that will in any manner affect the Work.

§ 1.1.3 CONTRACTOR shall be legally licensed to operate under applicable Laws of Missouri.

§ 1.2 PERFORMANCE & PAYMENT BOND

§ 1.2.1 Performance and Labor & Material Bonds shall be required on AIA form A312-2010 for all Work covered under this Contract, on all Contracts exceeding \$50,000.

§ 1.3 EQUAL OPPORTUNITY EMPLOYER

§ 1.3.1 CONTRACTOR shall observe the provision of the Missouri Act against discrimination and shall not discriminate against any person in the performance of Work, under this Contract because of age, race, religion, color, sex, physical handicap, national origin, or ancestry. In all solicitations of advertisements for employees, CONTRACTOR shall include the phrase “Equal Opportunity Employer” or a similar phrase to be approved the State Commission of Civil Rights.

§ 1.4 WAGE RIGHTS

§ 1.4.1 The Prevailing Wage Rates as determined by the State of Missouri, Division of Labor, Jackson County, shall apply to this Project.

§ 1.4.1.1 Annual Wage Order #23 is in effect as of May 10, 2016.

§ 1.5 SALES TAX

§ 1.5.1 CONTRACTOR shall NOT include any Missouri Sales or Use Tax in Contract Sum.

§ 1.5.2 CONTRACTOR will be provided a Tax Exempt Certificate to use in making tax exempt purchases. Detailed procedures will be provided by the Owner.

§ 1.6 BUILDING CODES AND PERMITS

§ 1.6.1 All Work shall be completed in accordance with the 2006 International Building Code (IBC) and all applicable City Ordinances.

§ 1.6.2 If required, the General Building Permit for the Work will be issued by the City of Lee’s Summit, Missouri or the local Authority Having Jurisdiction.

§ 1.6.2.1 If needed, the Owner will submit Contract Documents to the City to initiate the City’s review and approval for a building permit.

§ 1.6.2.2 CONTRACTOR shall be responsible for procuring and the Owner shall be responsible for paying for the Building Permit as part of the Contract Requirements.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 CONTRACTOR shall not commence Work until the Owner receives and approves all required Insurance and Performance and Payments Bond documentation.

§ 2.2 CONTRACTOR shall prepare a project schedule which consists of site-specific time frames for planning, review and installation activities.

§ 2.3 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete so that the Owner can utilize the Work for its intended use, including approval for occupancy from the local jurisdiction if required. Final commissioning, labeling and as-built information will be required for Owner’s approval of Substantial Completion.

§ 2.4 CONTRACTOR shall achieve Final Completion of the entire Work not later than August 1, 2016.

ARTICLE 3 BID FORM

§ 3.1 CONTRACTOR proposes to furnish all Work required by the Contract Documents for said Project, for the total Sum of:

_____ (\$_____)

§ 3.2 The Contract Sum is based upon the following breakdown:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.2 Each Partial Application for Payment shall be accompanied by a Partial Lien Waiver and Certified Payroll for the billing period.

§ 4.1.3 Before the first Application for Payment, CONTRACTOR shall submit to the Owner a schedule of values allocated to various portions of the Work. Application for Payment shall be made on AIA forms G702 and G703 for Work completed in accordance with the schedule of values.

§ 4.1.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.1.5 All labor and materials shall be billed on a reimbursable expense basis at a multiple of one (1.00) times the expenses incurred. Applications for Payment shall be itemized for said expenses with a detailed description of each charge. Any expense not incurred on the Project shall not be billed by CONTRACTOR or paid by the Owner.

§ 4.1.6 Progress payments will be made within 30 days of receipt by Owner.

§ 4.1.7 If CONTRACTOR bills for entire Contract amount prior to Owner's final approval, five percent of the invoiced amount shall be withheld as retainage.

§ 4.1.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate the prime rate of interest per annum as determined by U.S. Bank.

§ 4.1.9 CONTRACTOR shall adhere and abide to 290 RSMo Wages, Hours & Dismissal Rights.

§ 4.1.10 The R-7 School District is offering electronic payment through our Visa Commercial Cards Program. A merchant services representative will provide guidance in setting up an account for Contractors and may be contacted at 816-986-1046.

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to CONTRACTOR when CONTRACTOR has fully performed the Contract and upon receipt of the following information:

- .1 Final Lien Waiver; and
- .2 Warranty Documents, as required; and
- .3 Prevailing Wage Affidavit, PW-4; and
- .4 Consent of Surety for Final Payment, if applicable; and
- .5 Written certification to Owner from the manufacturers that no materials being used on the Project contain asbestos or lead

§ 4.2.2 The Owner's final payment to CONTRACTOR shall be made no later than 30 days after the issuance of invoice, if all final payment documents have been received.

§ 4.3 E-VERIFY

§ 4.3.1 Prior to commencement of the Work, CONTRACTOR shall provide to Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal Work authorization program. Federal Work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. CONTRACTOR shall also provide Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contracted services.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

§ 5.1.1 The method of resolution for any claim subject to binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CONTRACTOR. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Contract Documents are defined as:

- .1 Exhibit "A": RFP Document
- .2 Exhibit "B": Insurance Requirements
- .3 Exhibit "C": E-Verification Affidavit
- .4 Exhibit "D": Tax Exempt Certificate
- .5 Exhibit "E": Compliance with the Prevailing Wage Affidavit, PW-4

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE WORK

§ 7.1.1 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill CONTRACTOR's obligations. The Work shall constitute the whole Project. The Work referred to in these documents includes but is not limited to delivery, unloading, uncrating, assembling, setting in place, leveling, adjustment, completely installing and cleaning up of any debris.

§ 7.1.2 Any details or practices not covered by these specifications or other Contract Documents shall be in full compliance with the manufacturer's recommended practices, with acceptable fire insurance requirements, and with local building codes.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary existing controls drawings and mechanical specifications as needed which may be in Owner's possession.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

§ 8.2.1 If CONTRACTOR fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of CONTRACTOR or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 8.3.1 If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses made necessary thereby, from the payment then or thereafter due CONTRACTOR.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by CONTRACTOR is a representation that CONTRACTOR has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 CONTRACTOR shall supervise and direct the Work, using CONTRACTOR's best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 CONTRACTOR shall be responsible to the Owner for acts and omissions of CONTRACTOR's employees, Sub-Contractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of CONTRACTOR or any of its Sub-Contractors.

§ 9.2.3 CONTRACTOR shall be responsible for compliance, during the course of the Work, with any laws and regulations that are protective of the environment or human health and safety.

§ 9.2.4 CONTRACTOR, all Sub-Contractors, and delivery personnel associated with performing the Work of the Contract shall conduct themselves in accordance with all applicable Lee's Summit R-7 School District Board of Education Policies while on the job site or any District property. Applicable policies include, but are not limited to, restriction of Tobacco, Drugs, Offensive Language, Weapons, and Sexual Harassment. Failure of a person to comply will be cause for his or her immediate dismissal from the Project. Noncompliance shall be considered a substantial breach of Contract.

§ 9.2.5 CONTRACTOR shall be responsible to investigate their own employees for Sex Offender Registration and assure that any employee with such record shall not visit or perform Work at any Lee's Summit School job sites or District property. Noncompliance shall be considered a substantial breach of Contract. The Owner reserves the right to have any such Sexual Offender removed from the site.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, telephone/communications equipment, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. 110 volt 20 amp electrical service required for

Contractor's tools, equipment and lighting shall be furnished by the Owner at designated centers of distribution if available on site. All extensions from Owner's centers of distribution shall be furnished, installed and maintained by CONTRACTOR, including necessary fused switching equipment. All wiring, cables, extension cords, piping, hoses, valves, etc. shall be in accordance with applicable electrical codes and requirements.

§ 9.3.2 CONTRACTOR may make a substitution only with prior consent of the Owner. Contact Owner's representative for Substitution Request Form, which must be submitted no later than 3 days prior to beginning Work.

§ 9.3.3 CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturer's instructions.

§ 9.4 WARRANTY

§ 9.4.1 CONTRACTOR warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by CONTRACTOR, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

9.4.2 All CONTRACTOR and manufacturers' warranties shall commence on the date of Substantial Completion at each specific site.

9.4.3 CONTRACTOR shall provide an inclusive materials and labor warranty for all Work which shall commence on the date of Substantial Completion at each specific site.

§ 9.5 TAXES

§ 9.5.1 CONTRACTOR shall pay all taxes measured by the wages of its employees. CONTRACTOR shall indemnify and hold Owner harmless from all such taxes that are not paid by Contractor. The Owner is an organization exempt from sales tax under Missouri law. Contractor shall cooperate with the Owner and shall require all Sub-Contractors to cooperate with the Owner, in the purchase of materials, equipment and other items needed in connection with the performance of the Work (by following such procedures as may be instituted by the Owner) in order to take advantage of this exemption. The Owner acknowledges that because of the exemption, no amounts have been included in the Contract Sum on account of anticipated Missouri sales taxes.

§9.5.2 The Owner will furnish to CONTRACTOR, a sales tax exemption certificate from the State of Missouri for the construction of this Project that must be provided to all Sub-Contractors and material suppliers.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 If required, the General Building Permit for the Work will be issued by the AHJ (Authority Having Jurisdiction).

§ 9.6.1.1 The Owner will submit Contract Documents to the AHJ to initiate the AHJ's review and approval for a building permit. The Owner shall pay for Building Permit expense.

§ 9.6.1.2 CONTRACTOR shall be responsible for procuring the Building Permit as part of the Contract Requirements.

§ 9.7 SUBMITTALS

§ 9.7.1 Before starting Work at each site, CONTRACTOR shall review Project requirements and submit to the Owner, two bound copies of Controls Drawings, Sequence of Operations and Product Data submittals for each component required to complete the work. Submittals shall be in coordination with CONTRACTOR's construction schedule and in such sequence as to allow the Owner reasonable time for review. The submittals by CONTRACTOR represents to the Owner that CONTRACTOR has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. The Owner shall issue a site-specific Notice To Proceed after Submittals have been approved.

§ 9.8 CUTTING AND PATCHING

§ 9.8.1 CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.9 CLEANING UP

§ 9.9.1 CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, CONTRACTOR shall remove waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.10 INDEMNIFICATION

§ 9.10.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the Owner, Consultants, if applicable, and agents and employees of any of them from and against Claims, damages, losses and expenses,

including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of CONTRACTOR, a Sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

§ 9.10.2 In Claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a Sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CONTRACTOR or Sub-Contractor under Workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 By appropriate modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum being adjusted accordingly.

§ 10.2 CONTRACTOR shall provide detailed labor and material cost breakdown for proposed changes.

§ 10.3 Adjustments in the Contract Sum resulting from a change in the Work shall be determined by mutual agreement of the parties. Pricing of changes in Scope of Work or compensation for Claims shall be based on the percentages submitted by CONTRACTOR on the Bid Proposal form and as summarized below:

- .1 To Contractor for Work performed by his/her own forces: NTE 10% profit & overhead;
- .2 To Contractor for Work performed by other than his/her own forces: NTE 5% profit & overhead;

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

§ 11.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 11.1.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of CONTRACTOR or CONTRACTOR's Sub-Contractors or Sub-Sub-Contractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 11.1.2 CONTRACTOR shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. CONTRACTOR shall promptly remedy damage and loss to property caused in whole or in part by CONTRACTOR, a Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which CONTRACTOR is responsible under this Section, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of CONTRACTOR. The foregoing obligations of CONTRACTOR are in addition to CONTRACTOR's obligations under Section 9.10.

§ 11.2 OSHA TRAINING

§ 11.2.1 All of Contractors' on-site employees must complete the Program within 60 days of beginning Work on the Project.

§ 11.2.2 Any employee found on the Work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project.

§ 11.2.3 CONTRACTOR's failure to comply with these requirements will subject it to penalties. CONTRACTOR shall forfeit as a penalty to the Owner \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or CONTRACTOR's Sub-Contractor, for each calendar day, or portion thereof, such employee is employed to do Work pursuant to this Contract without the required training. Said penalty shall not begin to accrue until the time period in 11.2.1 and 11.2.2. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Contract.

§ 11.2.4 CONTRACTOR shall require its Contracts with all Sub-Contractors to contain these provisions. CONTRACTOR shall be responsible for penalties to Owner due to any Sub-Contractor's employees' failure to be able to produce documentary evidence of training in the required Program. CONTRACTOR may withhold all sums necessary to cover any penalty Owner has withheld or been paid. CONTRACTOR may recover any penalties from Sub-Contractor by filing a lawsuit in the circuit court of the county in which the Project is located. CONTRACTOR shall have no right of recovery against Owner.

§ 11.3 HAZARDOUS MATERIALS

§ 11.3.1 If CONTRACTOR encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by CONTRACTOR, CONTRACTOR shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and CONTRACTOR.

§ 11.4 LEAD PAINT

§ 11.4.1 Beginning in April 2010, any renovation Work involving at least 6 square feet of painted surfaces in a room for interior Projects; or more than 20 square feet for exterior Projects; performed in a "child-occupied facility" built before 1978; must be done by a properly certified firm or employee.

Child-Occupied Facility Defined: A building or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least 2 different days within any week (Sunday through Saturday); Each day's visit must last at least 3 hours, combined weekly at least 6 hours, and combined annually at least 60 hours; Rules apply to common areas routinely used by children under 6, such as restrooms and cafeterias.

Renovation Work Broadly Defined: Any activity that disturbs painted surfaces and includes most repair, remodeling and maintenance activities; Window replacement will always be a covered activity regardless of size of painted surface disturbed.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 CONTRACTOR shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from Claims under Workers' compensation acts and other employee benefit acts which are applicable, Claims for damages because of bodily injury, including death, and Claims for damages, other than to the Work itself, to property which may arise out of or result from CONTRACTOR's operations and completed operations under the Contract, whether such operations be by CONTRACTOR or by a Sub-Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include Contractual liability insurance applicable to CONTRACTOR's obligations under Section 9.10. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. CONTRACTOR shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner as additional insureds for Claims caused in whole or in part by CONTRACTOR's negligent acts or omissions during CONTRACTOR's operations; and (2) the Owner as an additional insured for Claims caused in whole or in part by CONTRACTOR's negligent acts or omissions during CONTRACTOR's completed operations.

§ 12.1.1 INSURANCE REQUIREMENTS

A. WORKMEN'S COMPENSATION		
Applicable Federal, State		Statutory
Employer's Liability		\$500,000.00
B. COMPREHENSIVE GENERAL LIABILITY		
Including Premises – Operations (including explosion, collapse and underground); Contractor's Protective Liability; Products and Completed Operations Bodily Injury & Property Damage		
Each Occurrence		\$1,000,000.00
General Ag \$1,000,000.00		
Products & Completed Operations		\$1,000,000.00
Note: Per Project Aggregate		
C. PERSONAL INJURY		
Each Person Aggregate		\$1,000,000.00
General Aggregate		\$1,000,000.00
D. Completed operation and Products Liability shall be maintained for 2 years after final payment.		
E. COMPREHENSIVE AUTOMOBILE LIABILITY		
Owned, Non-owned and Hired		
Combined Single Limit		\$1,000,000.00
F. Contractual Liability		\$1,000,000.00
G. UMBRELLA LIABILITY		
Each Occurrence		\$2,000,000.00
Aggregate		\$2,000,000.00
Note:	Waiver of subrogation applies to Worker's Compensation	

and General Comprehensive Liability.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the State of Missouri.

ARTICLE 14 TERMINATION OF THE CONTRACT

§ 14.1 TERMINATION BY THE OWNER FOR CAUSE

§ 14.1.1 The Owner may terminate the Contract if CONTRACTOR

- .1 repeatedly refuses or fails to supply enough properly skilled Workers or proper materials;
- .2 fails to make payment to Sub-Contractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Sub-Contractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.1.2 When any of the above reasons exists, the Owner, after giving CONTRACTOR seven days written notice, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR and may finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. CONTRACTOR shall be entitled to receive payment for Work executed.

§14.3 In the event of a termination for convenience, CONTRACTOR shall not be entitled to anticipated profit or anticipated overhead or any other claimed damages arising out of or resulting from the Owner's termination.

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 inter-changeably 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. When a brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute". Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no extra charge to the District. The District shall be the sole judge in awarding the bid(s) in regard to quality, price, and performance and equivalency.
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
9. Complete specifications of items in the bid must be enclosed with supplier's bid packet. The bidder shall be held strictly accountable for full compliance with the specifications. 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 three (3) 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 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 conditions and 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 and authorized by a representative of the Lee's Summit Athletic 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. 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). The vendor must provide bid prices for the items purchased with a Purchase Order and the bid prices for the items if the purchase is made using a District P-Card if these prices are different. These prices must be clearly labeled and the reason(s) notated as to the pricing difference. The decision how the purchase will be made and paid for will be made by the District.
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 Purchasing Cards

1. **OFFER/ACCEPTANCE:** If the Purchase Order or Visa Purchasing Card order or other payment method refers to Vendor's bid, then the Purchase Order or Visa Purchasing 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 Purchasing 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 the 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 the Vendor agrees that Lee's Summit R-VII School District may return all or part of any shipment so made, and may charge the 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 as specified in the Equipment Specifications List.
5. **QUALITY:** Lee's Summit R-VII School District shall be the sole judge in determining successful bidder(s) 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, the District may exercise any or all of its rights allowed by law or in equity, including those provided in the Uniform Commercial Code. The 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 the Vendor to the 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, the 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 the 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:** The Vendor agrees, if its bid is accepted by the 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, the Vendor's price shall be the lowest prevailing market price.
12. **PROMPT PAYMENT:** It is the Lee's Summit R-VII School District's policy to promptly pay vendors for goods and services it purchases. Payments are processed monthly and will be made on the basis of net 30 days after the equipment is received.
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 are covered by any patent, copyright or trademark, or application therefore, vendor shall indemnify and hold harmless 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 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.

Purchasing and Distribution Services

702 SE M291 Highway

Lee's Summit, Missouri 64063

(816) 986-2190

email: christa.battaglia@leesummit.k12.mo.us

Bid Page

Bidder must entirely complete the following sections, and Contract, sign and date where indicated. This agreement shall take effect upon the approval of the District's Purchasing Supervisor or designated representative or the Board of Education, if over \$100,000.00.

CONTRACTOR proposes to furnish all Work required by the Contract Documents for said Project, for the total Sum of:

_____ (\$_____)

The Contract Sum is based upon the following breakdown:

1. ACCEPTANCE OF BID BY THE DISTRICT: The District shall have a minimum of 120 calendar days from the date of the opening to accept the bidder's offer.

2. District standard payment terms are Net 30 after receipt of invoice.

State any discount offered: _____

3. Response time/delivery and installation: _____, after receipt of order.

Vendor

Authorized Representative (Print)

Date

Authorized Signature

Telephone

Contact Email

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

PERSONNEL QUALIFICATIONS

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

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

Name: _____ Number of Years: _____

Type of Experience: _____

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

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

or

Employer identification number								
				-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

Dear Vendor:

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 64086-5702.

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.