



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 PROPOSALS #2016-18

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 RFP:

**ELECTRONIC ASSET DISPOSAL SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

PROPOSALS MUST BE RECEIVED BY 3:00 PM (CST) ON WEDNESDAY, MAY 25, 2016

The cutoff date for any written questions for this RFP is Tuesday, May 17, 2016 at 12:00 PM (CST).

Please mark your sealed envelope "RFP #2016-18 ELECTRONIC ASSET DISPOSAL SERVICES" 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 RFP. 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 RFP.**

_____ 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:

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REQUEST FOR PROPOSAL FOR RFP No. 2016-18 for Electronic Asset Disposal Services

Legal Notice

The Lee's Summit R-7 School District is accepting RFPs for providing Electronic Asset Disposal Services. Specifications, terms, and conditions are specified in the RFP packet. The RFP and required specifications can be found on the District's website at <http://pds.lsr7.org/bidsrfp/>. Sealed RFP Submittals must be returned to the Purchasing Supervisor, at 702 SE 291 Highway, Lee's Summit, MO 64063 on or before 3:00 PM on May 25, 2016. The Lee's Summit R-7 School District reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the District.

SCOPE: The district is soliciting proposals from qualified persons or firms to provide electronic asset disposal services, as needed, for the Lee's Summit R-VII School District. The electronic disposal services contract will have an annual termination clause with an annual renewal option at the District's discretion for a period of up to three (3) additional one (1) year periods, not to exceed a total of four (4) years for the entire contract period.

1.0 INSTRUCTIONS TO RESPONDENTS:

- 1.1 Direct all questions regarding this proposal to Purchasing Supervisor listed on page 1. The District reserves the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the District.
- 1.2 Proposals submitted on separate forms are NOT acceptable unless specified in the document. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
- 1.3 It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be received in writing no later than Tuesday, May 17, 2016 at 12:00 PM Noon (CST).
- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the District. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.6 There will be no public opening of the proposals.
- 1.7 Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the specifications and offeror's proposal on the written order of the District.
- 1.8 Respondents shall initial all pages where the proposal document denotes "RESPONDENT'S INITIALS: _____".
- 1.9 The District reserves the right to award this contract in its entirety or to split the contract among vendors, whichever is in the best interest of the District.

2.0 SPECIFIC REQUIREMENTS OF RFP:

2.1 Renewal Option:

- 2.1.1 The district reserves the right to negotiate this contract for three (3) additional one-year renewal periods.
- 2.1.2 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.
- 2.1.3 If the selected service provider requests an increase in compensation for any renewal period, the service provider shall notify the District no less than thirty (30) days prior to the end of the contract period and shall provide evidence to the satisfaction of the District of increased costs incurred by the service provider for any element of the RFP for which an increase is requested.

- 2.1.4 The District shall notify the service provider 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.
- 2.2 Evaluation: This contract may or may not be awarded to more than one service provider based on all relevant considerations including, but not necessarily limited to: collection services, warehousing capacity, remarketing services, on-line database, reporting capabilities, revenue sharing rate, ability to perform services required and any other evaluative aspect which may impact this contract. The successful provider's first and major concern shall be service. An example of the evaluation score sheet is attached to this RFP for your reference.
- 2.3 Licenses and Permits: The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, **which shall include a current City of Lee's Summit, MO, business license**. Before issuance of a contract to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Purchasing Supervisor to be kept in the file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Treasury Division of the City of Lee's Summit at 816-969-1125, for information to obtain business licenses.
- 2.4 The successful respondent must provide Certificate of Insurance in accordance with **all requirements shown in the insurance requirements section of this document prior to awarding the contract**.
- 2.5 Work Authorization Affidavit: As a condition for the award of any contract in excess of five thousand dollars (\$5,000), the vendor or business entity, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the vendor's business license, termination of the contract, and debarment from work for a period of three years or permanently, and withholding 25% of the total amount due the contractor.

3.0 SPECIFICATIONS

3.1 Response time criteria:

- 3.1.1 Under this contract, it is required that the vendor be available for service five (5) days a week, seven (7) hours a day.
- 3.1.2 The service provider shall provide a single telephone number to assure prompt response to calls from the District for the pickup of electronic equipment. The method of notification and the assignment of a driver to the call shall be the vendor's responsibility.
- 3.1.3 It shall be the District's responsibility, upon placing a call for service, to designate the response time needed and the location of the pick-up. Pick-ups of assets may include multiple sites within the District only.

- 3.1.4 The service provider shall verbally confirm to the initial request for pick-up service within twenty-four (24) hours of notification and shall have a qualified staff member on site within forty-eight (48) hours of the original notification. The District reserves the right to schedule times and dates for pick-up service to be performed under this contract.
- 3.1.5 Failure to deliver services in accordance with this contract and the contract terms and conditions, may result in the District, after due oral or written notice, contacting another service provider and requesting the work be performed by them. In this circumstance, the service provider shall not be entitled to any payment or damages and shall pay the District for any additional costs incurred. Failure to respond or report to the site within the agreed time frame, may be construed as a breach of this contract, and at the District's discretion, this contract may be terminated upon written notice by the District.
- 3.2 Post award information:
- 3.2.1 The service provider shall utilize competent employees in performing the work. At the request of the District, the service provider shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employment. The District and the service provider shall each be promptly notified by the other of any complaints received.
- 3.2.2 The service provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment and tools needed to fulfill the contract. In no event shall the District be responsible for any damages to any of the service provider's equipment damaged, destroyed or stolen.
- 3.3 Independent Vendor: The relationship of the service provider to the District shall be that of an independent vendor. Neither the service provider nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the District.
- 3.4 Assignment and Subcontracting: The service provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District.
- 3.5 Right of Owner to Terminate Contract:
- 3.5.1 The District, upon written notice, may terminate this contract, or any part thereof, as a result of the service provider's failure to render to the satisfaction of the District, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by the District. The District shall be the sole determinant in all termination for cause issues. The service provider shall not be entitled, nor shall the District give any consideration to claims for this contract, or any part hereof, by the District for cause. Such termination may come about for the sole convenience of the District. Upon receipt of written notification from the District that this contract or any part hereof, is to be terminated, the service provider shall immediately cease operation of the work stipulated. The service provider and District's evaluation shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.
- 3.6 Services Provided:
- 3.6.1 Service provider shall provide logistical services in terms of labor, materials and vehicles to collect, remove, transport and warehouse any end of life cycle electronic equipment requested by the District.
- 3.6.2 Service provider must be a Microsoft Authorized Refurbisher.

- 3.6.3 Service provider shall provide remarketing services through various means which include but are not limited to submitting bid invitations to additional asset disposition vendors, direct marketing or e-commerce vendors. If products are sold, they must work or be repairable. Service provider must also disclose at the time of bid, whether items are working or need repair.
 - 3.6.4 Service provider must be an R2 certified recycling firm and shall provide data destruction services for the end of life cycle electronic equipment using the latest techniques and procedures that are compliant with DoD and NIST. Service provider shall provide the IT Department of the District with a Certificate confirming that the data destruction of each piece of equipment was performed according to standards. The certificate shall include the serial number of the asset.
 - 3.6.5 Service provider shall provide a District member of the IT department the ability to witness the destruction of data tapes, disk drives and products that are large volume, such as file servers.
 - 3.6.6 Service provider shall provide the District with an on-line database that is searchable by type of equipment, method of destruction, date and asset number.
- 3.7 Revenue Sharing and Reporting:
- 3.7.1 Following the sale or other disposition of any of the District's equipment, Vendor shall issue a check to the District for a percentage of the gross revenue amount received less any fees associated. The percentage amount to be determined by Vendor and any other relevant charges shall be listed on the Bid Page Provided in this RFP document.
 - 3.7.2 Service provider shall pay the District its share of the revenue percentage less fees on a monthly basis.
 - 3.7.3 Service provider shall provide quarterly statements to the District to include YTD status, fees and commissions pertaining to assets removed from the District.
 - 3.7.4 Service provider will provide the District with a lot inventory of every asset removed including the serial number and District asset number, due within 30 calendar days after removal from the District.

PRICING:

DESCRIPTION OF SERVICE	
Computers (Desktop, Tower, Laptop and Tower)	Cost
1 Pass DoD Level Sanitization	\$
3 Pass DoD Level Sanitization	\$
7 Pass DoD Level Sanitization	\$
Assessment Fee	\$
Disposal Fee	\$
Other Assets	Cost
CRT Monitors	\$
Flat Panel Monitors	\$
CRT Televisions	\$
CRT Monitors	\$
Desktop Printers	\$
Enterprise Printers	\$
Network Routers	\$
Network Switches	\$
Network KVMs	\$
Batteries and UPS Units	\$
1u/2u Servers	\$
4u and Larger Servers	\$
Peripherals and Miscellaneous Parts and Cables	\$
Percent Commission to District for Re-Sell (Do not quote a range of percentages. Proposals quoting a range of commission percentages instead of a single fixed percentage will be <u>REJECTED</u>).	%

Please provide a list of the methods of destruction and a brief description of each, that your company is currently utilizing:

PROPOSAL PAGE

Respondent must complete the following section in its entirety and sign and date where indicated. This agreement shall take effect upon the approval of the District.

The undersigned respondent hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated in, required by, and in conformity with the proposed agreement documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

- A. **Acceptance of proposal by District:** The District shall have a minimum of ninety (90) calendar days from the date of the proposal opening to accept respondent's offer.

- B. **Response time/delivery:** As specified in requirements

- C. **District standard payment terms are Net 30 after receipt of invoice.**
Please state any discounts offered: _____

- D. **Submittals:** The following must be submitted with proposal
 - 1. **References and experience**
 - 2. **Personnel Qualifications**
 - 3. **Completed W9 and E-Verification Affidavit**
 - 4. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**

- F. Please list the name of your company and street address from which you will be warehousing equipment:

Company Name

Address

City, State, Zip Code

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

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

YES _____ NO _____ SIGNATURE: _____

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the proposal or agreement unless they are specifically named in the Request or Proposals as a joint respondent.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration will be the responsibility of the ordering jurisdiction.
- 5) Each jurisdiction that is a party to the joint proposal has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

LEE'S SUMMIT R-7 SCHOOL DISTRICT
PROPOSAL RANKING SHEET

SCORING RANGES

	<u>40 Point Questions</u>	<u>20 Point Questions</u>
Outstanding	30 – 40	17 – 20
Exceeds Expectations	20 – 29	13 – 16
Satisfactory	10 – 19	9 – 12
Below Satisfaction	0 – 9	0 – 8

	Evaluation Criteria Fees	Maximum Points	Score
1.	<p>Commissions & Fees</p> <p>The District will review and evaluate any/all proposals for the rate of commission proposed. Consider if the following conforms to the requirements of the RFP and the District:</p> <ul style="list-style-type: none"> • Commissions • On-going fees 	20	_____
2.	<p>References & Experience</p> <p>The District will review and evaluate any/all proposals for the references and experience with similar sized school districts as indicated in the document.</p> <ul style="list-style-type: none"> • Reliability of the firm, based on references given • Experience with other similar sized schools/ businesses 	40	_____
3.	<p>Data Destruction Services & Reporting</p> <p>The District will evaluate any/all proposals for the data destruction services for the end of life cycle electronic equipment.</p> <ul style="list-style-type: none"> • Techniques and procedures used by the firm are DoD and NIST compliant. • Certificate provided including the serial number of the asset, confirming that the data destruction of each piece of equipment was performed according to standards. 	40	_____

Ranked By: _____

TOTAL POINTS
(100) _____

Respondent's Initials _____

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

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

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

request samples and proof thereof unless approved before shipment. The District reserves the right to return at respondent's expense all items that are not acceptable as equals, said items to be replaced by respondent with satisfactory items at the original price.

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

GENERAL CONTRACT REQUIREMENTS.

1. **DEFINITIONS.**

A "District" shall refer to:

Lee's Summit R-7 School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.

B "Selected respondent" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the agreement and who has entered into this agreement for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.

C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.

D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate agreement or agreement with the contractor.

E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the agreement documents.

Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District.

F The term "estimated" represents quantities estimated for the period of time stated.

G The term "minimum" means the District will order this quantity of supplies during the period of this agreement at the price bid.

3. **AGREEMENT TERMS.** The performance of this agreement shall be governed solely by the terms and conditions as set forth in this agreement and any specifications or documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller

at any time and the acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the agreement.

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

14. **TIME OF DELIVERY.** The District requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF AGREEMENT AND ASSIGNMENTS.** This agreement shall be construed according to the laws of the State of Missouri. This agreement, or any rights, obligations, or duties hereunder may not be assigned by the selected respondent without the District's written consent and any attempted assignment without such consent shall be void.
16. **SELECTED RESPONDENT'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: agreement number (if any), purchase order number, item number; agreement description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Lee's Summit R-7 School District's Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the District relative to any part of this agreement will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said selected respondent at his/her last given address or delivered in person to said selected respondent or his/her authorized representative on the work or service.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this agreement will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this agreement immediately, under breach of agreement, if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the agreement period the selected respondent will be liable for all costs in excess of the established agreement pricing.
20. **INDEMNITY AND HOLD HARMLESS.** The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, his/her subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-AGREEMENTS.**
 - A. The selected respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.

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

**SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

1. INSURANCE:

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

a. PROFESSIONAL LIABILITY

Not applicable.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence: \$ 2,000,000

Personal & Advertising Injury: \$ 2,000,000

Products/Completed Operations Aggregate: \$ 2,000,000

General Aggregate: \$ 2,000,000

Policy must include the following conditions:

Contractual Liability

Products/Completed Operations

Personal/Advertising Injury

Independent Contractors

Additional Insured: Lee's Summit R-7 School District

c. AUTOMOBILE LIABILITY

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

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

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

d. WORKERS' COMPENSATION

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

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

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

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

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

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

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

2. INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Information Technology. Invoices shall contain the following information: contract number, item number, description of services, unit prices, and extended totals.

REFERENCES AND EXPERIENCE

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

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

PERSONNEL QUALIFICATIONS

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

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

Name: _____ Years of Experience: _____

Type of Experience: _____

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

EMPLOYEE NAMES	QUALIFICATIONS	EXPERIENCE/TRAINING



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

February 10, 2012

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, Attention: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086-5702. **A completed affidavit must be returned by March 16, 2012.**

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.**