



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](mailto:christa.battaglia@lsr7.net)

**REQUEST FOR BIDS #2016-28**

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:

**DISHWASHER REPLACEMENT FOR HAZEL GROVE ELEMENTARY SCHOOL  
 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE RECEIVED BY 3:00 PM (CST) ON WEDNESDAY, JUNE 22, 2016**

The cutoff date for any written questions for this RFP is Wednesday, June 15, 2016 at 12:00 PM (CST).

**Please mark your sealed envelope "BID 2016-28 PURCH & INSTALL DISHWASHER SYSTEM"  
 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 #2016-28 DISHWASHER REPLACEMENT**

The Lee's Summit R-VII School District is accepting Bids for the replacement of a dishwasher and line for Hazel Grove Elementary. 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 22nd, 2016 at the Purchasing & Distribution Services Department (816-986-2210).**

**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 a dishwasher and line for Hazel Grove Elementary located at 2001 NW Blue Parkway, Lee's Summit, MO 64064, 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 22nd, 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:**

### **Dishwasher Line:**

#### **ITEM NO. B2 - BOOSTER HEATER; ELECTRIC REQUIRED**

- A. Provide Hatco Corp., "Imperial" custom Model S27 providing a rise from 140° to 180° for Dish Machine B3. S/S exterior front; sides, back and bottom of gray enamel finish. Tank shall be 10 year warrantied Castone. Front accessible controls; pre-plumbed, wired and calibrated. Furnish with temperature/pressure relief valve, pressure reducing valve, two temperature/pressure gauges, high temperature limit control and low water cutoff, on off switch with pilot light. 23 1/2"W. x 23"D. x 31 3/8"H. Provide the following options;
  1. Optional adjustable 6" stainless steel legs.
- B. Provide on the incoming water line to the booster heater, (per manufacturers recommendations), a Hatco blended phosphate water treatment system (WATERTREAT). 17 gpm capacity, high temperature scale control system for booster heater & warewashing equipment.

#### **ITEM NO. B3 - WAREWASHER; RACK CONVEYOR REQUIRED**

- A. Provide Hobart Model CL44E-LR, Conveyor Dishwasher, left to right operation; overall 44-3/4"W. X 31-1/4"D. X 68-1/2"H. Single tank; 202 racks/hour; Energy Star rated with water usage of .62 gallons per rack; insulated hinged doors; S/S enclosure panels; Low Temperature & Dirty Water Indicators; 19.5" chamber height opening accommodates 18 x 26 sheet pans; top mounted micro-processor control module; energy saver mode; low temperature alert; conveyor dwell; delime notification; service diagnostics; stainless steel self-draining pumps and impellers; single point electrical connection; vent fan and booster heater control. Furnish with all standard equipment in accordance with manufacturers standard specifications. Provide the following options:
  1. 208/60/3
  2. Electric tank heat 15kw (CL44E-ERH15K)
  3. Left to right operation (CL44E-DIR0LR)
  4. 6" Higher then standard (CL4466E-HGTHTS) pre-rinse, washing and rinse compartments.
  5. Provide Two (2), with one at each end, E-series extended hood dom (EXTHD/E-DOM). Stainless steel extended vent hoods with vent stack and locking damper.
  6. Provide Three (2) Rack, bun pan (BUNPAN-RACK) tray racks with chrome plated wire insert for supporting (3) 18" x 26" pans through standard height dish machines.

- B. Furnish and install with dishwasher, from extended vents, One (1) at each end 20 ga. 4" x 16" stainless steel duct and extend to 3" above finish ceiling, with 1" stainless steel perimeter trim at ceiling.
- C. As detailed, fabricate 16ga. S/S, 10"W. Dish Machine Splash Guards extending down from the extended vent hoods at entry end front and exit end front and back. Bolted to the 45° bottom face of the extended vent hoods, the closure panels shall turn downward at the inside edge of the hood, extending to 1" above the dish table top. Seal closures to rolled rims and face edge of dish machine.

ITEM NO. B4 - DRAIN WATER TEMPERING  
REQUIRED

- A. Provide dish machine with Hobart model DWTI Drain Water Tempering Kit. Tempering kit controls a cold water flow into the dish machine drain line to cool out flowing waste water. Provide for 120 volt operation. Kit includes; pre-assembled control box; water connection line strainer / solenoid valve / back flow preventer / ball valve assembly; 100degF. and 135 degF. thermostats; 2@ plastic pipe / tees / elbow for thermostats installation and drain extension; miscellaneous clamps / bushings / unions / pipe and wire as necessary for installation.

ITEM NO. B5 - DISPOSAL SYSTEM; RECIRCULATING  
REQUIRED

- A. Provide Salvajor model 300-PSM pot & pan disposal System; overall approx. 48"L. x 24-1/2"D. x 34"H. Includes; adjustable pre-flushing plume of recirculated water; 3HP disposal; salvage basin and silverware trap; stainless steel construction; auto reversing control with magnetic start/stop push button, line disconnect & mounting bracket; automatic water blender; solenoid valve; check valves; back flow prevention device..
- B. Centered behind the scraping basin, as shown, provide a Back Splash Mount Spring Type Pre-rinse Spray; 8" centers dual valve back splash mount, flexible stainless steel hose wrapped with stainless steel support spring with wall bracket to adjacent wall. Maximum water use of 1.4 GPM.
  - 1. Fisher Model 13390; 1.15 GPM consumption.
  - 2. T & S model B-0133-B08C; 1.2 GPM consumption.

ITEM NO. B6.1 - DISH TABLE; SOILED  
REQUIRED

- A. Provide as shown, an 13'-10"L. x 30"W. x 34"H. from work top to floor.
- B. Construct top in accordance with standard specifications for Dish Table Tops.
  - 1. Slope for positive drainage.
  - 2. Lip top into dishwasher in watertight manner per dish machine manufacturer's recommendations.
  - 3. 3"H x 1-1/2" semi-rolled rim at staff side.
  - 4. 8"H. x 2"W. sloped top splash at back wall with 1/2" turn down at wall and closed ends.
  - 5. 10"H. x 2"W. sloped top splash at staff left end wall with 1/2" turn down at wall and closed ends.
- C. Stop back splashes at 4" back from return window jamb and provide 2"H. wall flush turn-up for 4" to opening and extending thru pass opening flush with jambs. A rolling counter door (by Other Trades) shall extend down over 2" turn-up on dish room side of wall.

- D. At tray return area, extend dish table top approx. 13" into an approx. 6'-8"W. tray return opening. As detailed, provide student side of tray landing with 3/4" high inverted "V" edge, turn down 4" and returning back 1" at 90° with closed ends to the wall below.
- E. At the student right end of the tray return opening, the dish table forms an approx. 16" tray slide in front of the Item No. B6.3- Silver Soak Sink and Item No. B6.2 - Milk Dump Trough.
- F. B6.3 Silver Soak Sink shall be a standard Dish Table Top integral sink, 20-1/2" x 20-1/2" x 6"H. with a 10" x 2" staff left end wall splash with back splash faucet. Standard 3"H. X 1-1/2" semi-rolled rim at staff side. Provide sink with;
  - 1. 2" x 8"O.C. Open Body Back Splash Faucet; 9" or 10" swing spout, chrome finish;
    - a. Fisher Mfg. Co. 13269
    - b. T&S Brass model B-0231
  - 2. Provide with 2" rough chrome rotary action lever drain having stainless steel bar and flat stainless steel strainer plate. Provide sink with 17 ga. x 6"L. tail piece.
    - a. Fisher Mfg. Co., 22209
    - b. Chicago Faucet 1356
- G. B6.2 Milk Dump Trough; Aligned with the student side of the silver soak sink, as shown, provide a Milk Dump Trough, constructed per standards for Dish Table Top sinks, overall 26"L. x 6"W. x 6"D.
  - 1. Provide in the dump trough bottom, at the staff left end, a Component Hardware model E18-1818, 1-1/2" stainless steel open drain with lock nut and washer.
  - 2. Provide in the staff right end of the trough, a Fisher model 2906 water inlet.
  - 3. To the staff side of the Milk Dump Trough, provide a 26" clear width recess for parking of Item No. B7- Waste Barrel, as shown. Provide dish table top with 3/4"H. inverted "V" edge on student side adjacent to waste barrel, with turn down to 32" AFF. Either side of waste barrel recess, provide a standard 3"H. semi-rolled rim with closed end at student side,
- H. As shown, to the staff right of tray return opening, modify top and install, per manufacturer's recommendations, B5 - Recirculating Disposal System.
- I. Mount dish table top on standard Open Frame Base. No front crossrails at disposal system or to its staff right. Provide Standard Removable Undershef, approx. 36"L. to the staff left of the waste collection system, as shown.

ITEM NO. B6.2 - MILK DUMP TROUGH  
REFERENCE ITEM B6.1

ITEM NO. B6.3 - SILVER SOAK SINK  
REFERENCE ITEM B6.1

ITEM NO. B11 - DISH TABLE; CLEAN  
REQUIRED

- A. Provide as shown on drawing, overall 7'-0"L. x 2'-6"W. x 2'-10"H. from floor to dish table top. Slope dish table top for positive drainage.
- B. Construct top in accordance with standard specifications for Dish Table Tops.
  - 1. Lip top into dishwasher in watertight manner per dish machine manufacturer's recommendations.
  - 2. Provide at back wall, standard 8"H. x 2"W. sloped top splash with 1/2" turndown at wall with closed end.
  - 3. 3"H. x 11/2" semirolled rim at exposed staff side and staff right end.
- C. Mount top on standard Open Frame Base. No front cross rails at booster heater or to its left.. At 12" from the staff right end, provide standard Removable Undershef, approx. 22"L. as shown.

ITEM NO. B12 - HOSE REEL; UNDERCOUNTER  
REQUIRED

- A. Provide as detailed, exposed reel rinse with spray valve, mounting base & hose support arm rotated with hose off top of reel and spray head supported off the floor, 35' of hose.
1. Provide 12 ga. 304 stainless steel fixture support bracket, 8"W. x 6"H. Provide with 60° top to bottom tapered sides turned back 90° from the face. Top of side to have 1" 90° inward return which welds to table bottom. Face of bracket punched for control valve. Radius bottom corners 1/2".
  2. Weld stud bolts to dish table top under side, secure hat channels for reel rinse mounting, mount reel rinse and control valve bracket.
  3. Stainless Steel Exposed Hose Reel; Exposed reel rinse w/spray valve; all stainless steel; 35 feet of 3/8" ID, 3 ply, 2 braid hose, working pressure of 150 PSI & withstands 140deg F water temp., 1/2" NPT female; adjustable arm positions allow ceiling, wall, under counter mounting. Provide with water conserving spray head / valves.
    - a. Fisher 29610 w/ Ultra Spray valve
    - b. T&S B713201 w/ B0107C
  4. Rear Feed Control Valve; 3" or 4" center to center remote control valve with internal spring loaded checks; rear supply and rear feed connections; lever handles;
    - a. Fisher model 2805CV (4" centers).
    - b. T&S model B0513 (3" centers) with Two (2) BCVH1/2 check valves.
  5. Backflow prevention required (By Other Trades)

**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**

<b>A. WORKMEN'S COMPENSATION</b>		
Applicable Federal, State		Statutory
Employer's Liability		\$500,000.00
<b>B. COMPREHENSIVE GENERAL LIABILITY</b>		
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		
<b>C. PERSONAL INJURY</b>		
Each Person Aggregate		\$1,000,000.00
General Aggregate		\$1,000,000.00
<b>D. Completed operation and Products Liability</b>		
shall be maintained for 2 years after final payment.		
<b>E. COMPREHENSIVE AUTOMOBILE LIABILITY</b>		
Owned, Non-owned and Hired		
Combined Single Limit		\$1,000,000.00
<b>F. Contractual Liability</b>		\$1,000,000.00
<b>G. UMBRELLA LIABILITY</b>		
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 be 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](mailto: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 <b>one</b> 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"/> <b>Note.</b> 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## 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](http://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.**