



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

(816) 986-2210  
Email: christa.battaglia@lsr7.net

**INVITATION TO BID**

**DATE:** June 10, 2016  
**FOR:** ACT Preparation Services  
**BID#:** 2016-30  
**DATE OF OPENING:** June 29, 2016  
**TIME OF OPENING:** 3:00 PM

**THE UNDERSIGNED HEREBY:**

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

**BIDS MUST BE SIGNED IN INK**

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Email

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to Christa Battaglia, Purchasing Supervisor at the address listed above.

## ADVERTISEMENT FOR RFPS/BIDS:

### Bid 2016-30 Yearly Contract for ACT Preparation Services

The Lee's Summit R-VII School District is accepting Bids for ACT Preparation Services, as a yearly contract. Specifications, terms, and conditions are specified in the Bid packet. The Bid and required specifications 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, on or before 3:00 PM on June 29, 2016. Sealed Proposals must indicate on the envelope, the Bid Title and the name of your Company.

### SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District desires to solicit bids relating to ACT Preparation Services
2. All bids shall be quoted per prep manual, practice manual, practice test and diagnostic exam, and instructors trained, unless otherwise specified. All services will be performed in accordance with District and Industry Standards. See Price sheet for specifications and schedule of work to be completed.
3. Primary Location(s): **Lee's Summit High School, 400 SE Blue Parkway**
4. All bids shall include:
  - Materials to support 1 teacher and approximately 100 students in a semester-long daily ACT prep course. This includes 2 diagnostic exams, student materials, and teacher materials
  - Materials to support 8-10 teachers and approximately 100 students in a 6-week evening prep course consisting of approximately 27 instructional hours. Two diagnostic exams with scoring should be included. Scores to be returned within 3 days.
  - One unique diagnostic exam to be administered and scored in the fall for approximately 450 students.
  - Training for teachers to deliver instruction regarding ACT preparation.
5. Service 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. Service Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, service and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that appears to be in the best interest of the District.

6. The successful bidder must have a valid business license, hold all applicable certifications and agree to maintain them throughout the life of the agreement. The successful bidder must also maintain a liability insurance policy, not less than \$2 million dollars.
7. The terms of this bid shall remain in effect for at least one year from date of award. All prices **MUST** remain firm during that time period. This Service Agreement shall commence on August 1, 2016, unless otherwise stipulated on a specific order issued by the District.
8. The successful bidder shall provide services as stated on each service request. All work 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 service will be delayed due to acts of God, employee 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 service dates so that a revised schedule can be negotiated.
9. The successful bidder shall not invoice the District for delayed services until such services are delivered and accepted by the District's authorized representative. It is understood and agreed that the District may, at its discretion, verbally cancel delayed services and seek services from another vendor and choose to cancel this contract.
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, regardless of market conditions. **After this period, the vendor may submit a price adjustment 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 agreement with the bidder based on such price adjustments.

### **GENERAL INVITATION TO BID INSTRUCTIONS**

1. These General Terms, Conditions and Instructions apply to all proposals made to Lee's Summit R-VII School District (herein after referred to as "District") by each prospective vendor (herein after referred to as "Bidder") in response to District solicitations including, but not limited to, Invitations to Bids, Requests for Proposals

and Requests for Quotes. As such, the words "Bid" and "Proposal" are used interchangeably in reference to any and all offers submitted by prospective vendors.

2. **Late Bids will not be accepted or considered.** It is the responsibility of the bidder to ensure that the bid arrives at the District's Purchasing and Distribution Services Department prior to the time indicated in the "Invitation to Bid". Telephone quotes will not be accepted when competitive sealed bids are solicited. In addition, bids sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bids either by airfreight, postal service, or other means. Late bids will be time and date stamped late and may be returned to the bidder.
3. Each Bidder shall furnish the information required; the unit price for each treatment at each facility must be shown. If the service only requires an inspection verses a treatment then break out the cost of each inspection separately.
4. Specifications are provided to identify the product required and to establish an acceptable quality level. Bids on products of equal quality and usability will normally be considered unless otherwise stated. Brochures and/or specifications must be submitted where applicable. Samples of item or items, when required, must be furnished free of expense to the District, and if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the Bidder's expense. Failure to furnish brochures, specifications, and/or samples as requested may be sufficient cause for rejection of Bids. Materials and/or services are to be supplied as specified. The District shall be the sole judge in determining "equals" in regard to quality, price, and performance.
5. The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any or all portions of a bid if deemed to be in the best interest of the District. The Invitation to Bid implies no obligation on the part of the District, and the District's silence does not imply any acceptance or rejection of any bid or quotation offer. The District reserves the right to select a bid with higher prices than the lowest of all prices received, if, in the opinion of the District, its interests will be best served by such bid.
6. Bidders are expected to examine the drawings, specifications, schedule of treatments of inspections 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 service
  - C. Delivery and/or completion time
  - D. Guarantees and warranties
  - E. Company's reputation and financial status
  - F. Past experience and cost with same or similar equipment or service
  - G. Anticipated future cost and experience
9. Any deviation from the specifications MUST be noted in detail, and submitted in writing with the bid packet. Complete specifications must be attached for any substitutions offered, or when amplifications are desirable or necessary. In the absence of a specification deviation statement and accompanying specifications, the bidder shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.
10. The Invitation to Bid does not obligate the District to pay any costs incurred in the preparation or the submission of such bids, or to purchase or contract for materials or services, including costs of any required bonding.
11. Bidders who are not selected must submit objection documents, exhibits or other evidence within five (5) business days of opening if they wish to protest any portion of the Invitation to Bid.
12. The Bid price shall be exclusive of any federal or state taxes, from which the District is exempt. The District's Federal Tax Identification Number is 44-6004933. The District's State of Missouri Tax Exemption Certificate number is 12585521.
13. Bidder understands and agrees that the District may increase or decrease quantities or modify 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, signed by an authorized representative of the District.
15. When a date is set for the delivery of services, said service must be delivered, and/or work must be performed, on or before said date, or the service agreement for the delinquent work may be canceled and awarded to another bidder. In such case, the District shall have the right to buy such services and have such work performed

at market price for immediate delivery, and all excess costs shall be paid by the bidder whose 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 and specialty products.
17. Provider must have the ability to accept the Lee's Summit R-VII School District Visa purchasing card. The District has implemented a Visa Purchasing Card Program for ease of purchasing items, especially for smaller items. Use of the District Visa Purchasing Card is at the discretion of the ordering agency.
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**

1. **OFFER/ACCEPTANCE:** If the Purchase Order refers to Vendor's bid, then the Purchase Order is an ACCEPTANCE of Vendor's OFFER TO PROVIDE SERVICE, as stated in Vendor's bid. If no bid is referenced, the Purchase Order is an OFFER TO ORDER SERVICES, 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 shall be verified in writing, signed by an authorized representative of Lee's Summit R-VII School District and acknowledged by Vendor. Each service performed shall be deemed to be only upon the terms contained in the Purchase Order, notwithstanding any terms that may be contained in any invoice or other act of vendor other than acknowledgement of a written change submitted and approved by the District.
3. **DELIVERY:** In its acceptance of any quotation offer, Lee's Summit R-VII School District is relying on the promised delivery date, installation, and/or service performance as material and basic to its acceptance. In the event of Vendor's failure to deliver as and when promised, Lee's Summit R-VII School District reserves the right to cancel its order, or any part thereof, and vendor agrees that Lee's Summit R-VII School District may return all or part of any shipment so made, and may charge vendor with any loss or expense sustained as a result of such failure to deliver as promised.

4. **QUALITY:** Lee's Summit R-VII School District shall be the sole judge in determining "equals" in regard to quality, price and performance.
5. **INSPECTION:** Receipt of goods or services in response to the Purchase Order can result in authorized payment on the part of Lee's Summit R-VII School District. However, it is understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the goods or services fail to meet all of Lee's Summit R-VII School District inspection requirements, Lee's Summit R-VII School District may exercise any or all of its rights allowed by law or in equity, including those provided in the Uniform Commercial Code. Vendor shall be responsible for inspection and replacement of all items damaged in shipment.
6. **WARRANTIES:** All goods covered by the Purchase Order are conveyed by vendor to Lee's Summit R-VII School District subject to the warranties and buyer's remedies described in the Uniform Commercial Code.
7. **TERMINATION:** In the event of the vendor's failure to deliver as and when specifically promised, Lee's Summit R-VII School District reserves the right to cancel the Purchase Order, or any part thereof, without prejudice to its other rights, and vendor agrees that Lee's Summit R-VII School District may return all or part of any shipment so made and may charge vendor any loss or expense sustained as a result of such failure to deliver as promised.
8. **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 service.
9. **TAXES:** Lee's Summit R-VII School District is exempt from Federal and State Taxes under the State of Missouri Tax Exemption Certificate #12585521.
10. **PRICES:** Vendor agrees, if its bid is accepted by Lee's Summit R-VII School District within the time specified, to furnish the goods and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price shall prevail. If the price is omitted on the Purchase Order, vendor's price shall be the lowest prevailing market price.
11. **PROMPT PAYMENT:** It is Lee's Summit R-VII District policy to promptly pay vendors for goods and services it purchases. Payments are processed monthly.
12. **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.
13. **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.

14. **MATERIAL SAFETY DATA SHEETS (MSDS)** shall accompany each shipment, when applicable.
15. **INDEMNIFICATION:** In the event any goods sold or services 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.
16. **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 shall be in Lee's Summit R-VII School District, Lee's Summit, Missouri.

17. **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. **COMMERCIAL GENERAL LIABILITY**

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 1,000,000
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

b. **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 **with the exception** of the District being named as additional insured.

c. 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:	\$ 100,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 100,000 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

The District does not need to be named as additional insured on any Auto Liability Insurance requirements.

18. **INVOICING AND PAYMENTS:**

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

## Price Sheet

Description	Qty	Unit Price	Total Price
<b>ACT Prep Course (Semester-long, daily) Includes 2 Diagnostic Exams</b>			
ACT Prep Student Manual	100	\$	\$
ACT Prep Teacher Manual	1	\$	\$
<b>ACT Prep Course (6-week Evening Prep Course, approx. 27 instructional hours) Includes 2 Diagnostic Exams, Scores returned within 3 days</b>			
ACT Prep Student Book	100	\$	\$
ACT Prep Teacher Book	10	\$	\$
<b>Exams</b>			
Practice Exam for Students outside of Prep Program (Fall)	450	\$	\$
Total for Materials & Exams			\$

Description	Qty	Unit Price	Total Price
<b>Training</b>			
Training for Teachers to deliver instruction regarding the ACT Prep	10	\$	\$
<b>Grand total for Materials, Training and Exam Scoring</b>			<b>\$</b>

**Bid Page**

Bidder 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's Purchasing Supervisor or designated representative.

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: Per Specifications of Bid.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Email

## REFERENCES AND EXPERIENCE

A Minimum of 5 years experience is required of the successful bidder in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation of the bid.

How many years has your firm been in business? \_\_\_\_\_ years.

List references showing contracts held by your company, providing the same services for other school districts, government agencies and/or private companies.

<b>Company Name &amp; Address</b>	<b>Contact Name &amp; Phone Number/Email</b>	<b>Dates of Service</b>	<b>Describe Services Provided</b>

**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

## Verification Affidavit for Selected Respondent to Complete:



### Lee's Summit R-VII School District

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of registered agent, legal representative or corporate officer

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

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

expires on \_\_\_\_\_.  
(DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

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