



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 #2016-33**

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

**UNIVERSAL PAPER PRODUCTS & DISPENSING SYSTEMS  
 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE RECEIVED BY 3:00 PM (CST) ON TUESDAY, AUGUST 2, 2016**

The cutoff date for any written questions for this bid is Wednesday, July 22, 2016 at 12:00 PM (CST).

**Please mark your sealed envelope:  
 "BID 2016-33 UNIVERSAL PAPER PRODUCTS & DISPENSING SYSTEMS"  
 and return three (3) copies of your Bid 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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City/State/Zip

\_\_\_\_\_  
 Telephone #                      Fax #

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Authorized Person (Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date                                      Tax ID #

\_\_\_\_\_  
 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 BIDS:  
BID #2016-33 UNIVERSAL PAPER PRODUCTS & DISPENSING SYSTEMS**

The Lee's Summit R-VII School District is accepting Bids for UNIVERSAL PAPER PRODUCTS & DISPENSING SYSTEMS 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. All sealed bids 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 August 2, 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 UNIVERSAL PAPER PRODUCTS & DISPENSING SYSTEMS, per the specifications 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(s) and time(s) of the installation shall be scheduled ahead of time by contacting Paul Sharp or Bernard Davis 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 Dispensers 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 one (1) 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 August 2, 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:**

### UNIVERSAL PAPER PRODUCTS & DISPENSING SYSTEMS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. The District is transitioning from a current proprietary paper product & dispensing system to a universal format. This Bid involves furnishing and installing universal paper towel and toilet paper dispensers at all existing locations. The District will be direct purchasing all dispensers. The District will select a portion of existing dispensers to leave in place until existing inventory is utilized. These remaining dispensers will be replaced by the District.

##### 1.2 SUBMITTALS

- A. The following submittals are due at the "bid" phase submission:
  1. Provide unit prices as outlined on the bid form
  2. Full size samples of all dispensing equipment
  3. One roll of each paper product as specified
  4. Specification sheets for each type of dispenser and paper product
  5. Schedule of proposed installation

#### PART 2 - PRODUCTS AND MATERIALS

##### 2.1 TOILET PAPER DISPENSER:

Below are toilet paper dispensers that meet LSSD expectations. Tissue Dispensers must match in design. A total of 1294 toilet paper dispensers are needed district wide.

##### **A. Dual Jumbo Roll Tissue Dispensers – Need 1040**

###### **VonDrehle 3253 or equal**

- a. Height Maximum 11.5"
- b. Width Maximum 20.5"
- c. Depth Maximum 4.825"
- d. Cover: Polycarbonate Smoke
- e. Base: Polystyrene Black
- f. Cabinet must lock with key
- g. Capacity for two 9" 1000' 2-ply Jumbo roll tissue rolls
- h. 3.3" core
- i. Must have a see through window in dispenser that allows for staff to check paper level.

**San Jamar Twin 9" JBT Dispenser – R4000TBK, R4090TBK, or equal**

- a. Height Maximum 11.83"
- b. Width Maximum 19.29"
- c. Depth Maximum 5.51"
- d. Cover: Black Pearl
- e. Base: Black Pearl
- f. Cabinet must lock with key
- g. Capacity for two 9" 1000' 2-ply Jumbo roll tissue rolls
- h. 3.3" core
- i. Must have a see through window in dispenser that allows for staff to check paper level.

**B. Single Jumbo Roll Tissue Dispensers – Need 257**

**VonDrehle AE42V or equal**

- a. Maximum Height: 12"
- b. Maximum Width 10.5"
- c. Maximum Depth 4.75"
- d. Cover: Polycarbonate Smoke
- e. Base: Polystyrene Black
- f. Cabinet must lock with key
- g. Capacity for one 9" 1000' 2-ply Jumbo roll tissue roll
- h. 3.3" core
- i. Must have a see through window in dispenser that allows for staff to check paper level.

**San Jamar R2000TBK, R2090TBK or equal**

- a. Maximum Height: 12"
- b. Maximum Width 10.75"
- c. Maximum Depth 5.75"
- d. Cover: Black Pearl
- e. Base: Black Pearl
- f. Cabinet must lock with key
- g. Capacity for one 9" 1000' 2-ply Jumbo roll tissue roll
- h. 3.3" core
- i. Must have a see through window in dispenser that allows for staff to check paper level.

**2.2 TOILET PAPER ROLLS:**

LSSD is interested in purchasing universal jumbo roll tissue as specified below. It is estimated that the revised annual volume of using universal toilet paper verses the current system will be 1,663 cases of jumbo roll tissue at 1,000 feet per roll and 12 per case. Please find below two examples of toilet paper products that meet LSSD expectations.

**A. Toilet Tissue: Universal Jumbo Roll Tissue**

**Von Drehle 1209 or equal**

- a. 1000' length per roll\*
- b. 3.6" roll width minimum
- c. Roll Diameter 9"
- d. Core Size 3.3"
- e. 12 rolls per case
- f. 12,000 feet per case
- g. 2-ply
- h. Basis weight 9.0 per ply
- i. Minimum case weight 23#
- j. Recycled content 100%
- k. Post-Consumer: 50% min
- l. Green Seal Certified

- m. EPA CPG Compliant
- n. Meets LEED qualification: MR 1.1-1.3, EQ 3.4-3.6

\*(NOTE: 1125' rolls of 9" Jumbo Toilet paper will also be considered – VonDrehle 1125/12)

**Solaris 23501 Livi VPG Jumbo Bath Tissue**

- a. 1000' length per roll
- b. 3.3" roll width
- c. 2 ply
- d. White
- e. Core size of 3.3
- f. 12 rolls per case
- g. 12,000 feet per case
- h. Utilizes RRF (Rapid Renewable Fiber) and is recognized as environmentally preferred raw materials by the U.S. EPA and Green Building Council (USGBC)
- i. Meets the requirements of the U.S. Green Building Council (USGBC) LEED standards. Reference EQc7 of LEED EBOM 2014 (v4) and IEQc3.3 of LEED EBOM 2009 (v3)
- j. Must have a see through window in dispenser that allows for staff to check paper level.

**2.3 PAPER TOWEL DISPENSERS:**

LSSD is seeking manual hands free hard wound roll towel dispensers. See below for two dispensers that meet the district's expectations. The district needs a total of **2049** paper towel dispensers.

**A. VonDrehle 8864 or equal**

- a. Height Maximum 16"
- b. Width Maximum 12.05"
- c. Depth Maximum 10.18"
- d. Low pull force
- e. ADA compliant
- f. Cabinet must lock with key
- g. Minimum capacity 800' roll towel
- h. Maximum 11" towel cut length
- i. Color: Black
- j. Material: Impact Resistant Plastic
- k. Must have a see through window in dispenser that allows for staff to check paper level.
- l. Quantity **2049** Paper Towel dispensers district wide +/- 2%

**B. San Jamar – T7000TBK, T7090TBK, or equal**

- a. Height Maximum 16.2"
- b. Width Maximum 12.2"
- c. Depth Maximum 9.3"
- d. Low pull force
- e. ADA compliant
- f. Cabinet must lock with key
- g. Minimum capacity 800' roll towel
- h. Maximum 11" towel cut length
- i. Color: Black
- j. Material: Impact Resistant Plastic
- k. Includes stub roll feature
- l. Must have a see through window in dispenser that allows for staff to check paper level.
- m. Quantity **2049** Paper Towel dispensers district wide +/- 2%

## 2.4 PAPER TOWEL ROLLS

LSSD is interested in purchasing universal paper towels as specified below. It is estimated that the revised annual volume of using universal paper verses the current system will be an annual volume of 3,290 cases per year (6 rolls per case using 8" x 800' rolls).

### A. VonDrehle 880N or equal (Nominal 8x800 roll)

- a. 800' length per roll
- b. Natural Color (Brown)
- c. 7.9" Width of roll
- d. 6 rolls per case
- e. 4800' per case
- f. Roll diameter 7.5"
- g. Basis weight min. 31#
- h. Core size 2.0"
- i. 24# per case shipping weight
- j. 100% recycled content
- k. Minimum 50% Post Consumer
- l. EPA CPG Compliant

### B. Solaris 46529 Hard Wound Roll Towels

- a. 800' length per roll
- b. Color is White
- c. 8" width of roll
- d. 6 rolls per case
- e. 4800' per case
- f. Core size 1.75"
- g. Utilizes RRF (Rapid Renewable Fiber) and is recognized as environmentally preferred raw materials by the U.S. EPA and Green Building Council (USGBC)
- h. Meets the requirements of the U.S. Green Building Council (USGBC) LEED standards. Reference EQc7 of LEED EBOM 2014 (v4) and IEQc3.3 of LEED EBOM 2009 (v3)

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Installation of all dispensers must be performed by the company who wins the award in accordance with the district's timing.
- B. Install paper towel dispensers to cover existing dispenser area
- C. Coordinate toilet paper dispenser height with owner.
- D. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  - a. Tapcons shall be used at all masonry and concrete wall locations
  - b. Toggle bolts shall be used at all drywall locations
- E. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- F. Remove temporary labels and protective coatings

**END OF SECTION**

## Pricing Page

Item	Unit	Approximate Quantity	Product Description	Price per unit
Universal Paper Towel Roll	Case of 6 rolls	3,290/yr		
Universal Jumbo Roll Tissue	Case of 12 rolls	1,663/yr@1000' 1,479/yr@1,125'		
Universal Paper Towel Dispenser	Each	2,150 includes surplus		
Install cost for each Universal Paper Towel Dispenser	Each	2,049		
Universal Toilet Tissue Dispenser – Double Roll	Each	1,100 includes surplus		
Install cost for each Universal Toilet Tissue Dispenser – Double Roll	Each	1,040		
Universal Toilet Tissue Dispenser – Single Roll	Each	300 includes surplus		
Install cost for each Universal Toilet Tissue Dispenser – Single Roll	Each	257		

**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, 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

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

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

\_\_\_\_\_  
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





# 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.**

## GENERAL INVITATION TO BID INSTRUCTIONS

1. These General Terms, Conditions and Instructions apply to all proposals made to Lee's Summit R-VII School District (herein after referred to as "District") by each prospective vendor (herein after referred to as "Bidder") in response to District solicitations including, but not limited to, Invitations to Bids, Requests for Proposals and Requests for Quotes. As such, the words "Bid" and "Proposal" are used inter-changeably in reference to any and all offers submitted by prospective vendors.
2. **Late Bids will not be accepted or considered.** It is the responsibility of the bidder to ensure that the bid arrives at the District's Purchasing and Distribution Services Department prior to the time indicated in the "Invitation to Bid". **Telephone quotes will not be accepted when competitive sealed bids are solicited. In addition, bids sent by electronic devices are not acceptable and will be rejected upon receipt.** Proposing firms will be expected to allow adequate time for delivery of their bids either by airfreight, postal service, or other means. Late bids will be time and date stamped late and may be returned to the bidder.
3. Each Bidder shall furnish the information required; the unit price for each item bid must be shown; a total for each item bid must be entered; and in case of error in extension, the unit price shall prevail.
4. When a brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute". Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no extra charge to the District. The District shall be the sole judge in awarding the bid(s) in regard to quality, price, and performance and equivalency.
5. The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any or all portions of a bid if deemed to be in the best interest of the District. The Invitation to Bid implies no obligation on the part of the District, and the District's silence does not imply any acceptance or rejection of any bid or quotation offer. The District reserves the right to select a bid with higher prices than the lowest of all prices received, if, in the opinion of the District, its interests will be best served by such bid.
6. Bidders are expected to examine the drawings, specifications, schedule of delivery and all instructions. Failure to do so will be at the bidder's risk.
7. Prices shall include all applicable discounts. If the successful bidder is offering a discount for quick payments, please state all payment terms in your bids.
8. The agreement will be awarded to that responsive and responsible bidder(s) whose bid will be most advantageous to the District, price, specifications and other factors considered. The District reserves the right to waive any technical or formal error or omissions and reject any or all bids, or to award an agreement for the items thereon, either in part or in whole, if it is deemed to be in the best interest of the District to do so. Criteria that may be considered by the District in the award of this bid includes, but is not limited to, the following:
  - A. Superior quality and adherence to specifications
  - B. Adequate maintenance and service
  - C. Delivery and/or completion time
  - D. Guarantees and warranties
9. Complete specifications of items in the bid must be enclosed with supplier's bid packet. The bidder shall be held strictly accountable for full compliance with the specifications. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document and each sample being substituted.
10. The Invitation to Bid does not obligate the District to pay any costs incurred in the preparation or the submission of such bids, or to purchase or contract for materials or services, including costs of any required bonding.
11. Bidders who are not selected must submit objection documents, exhibits or other evidence within three (3) business days of opening if they wish to protest any portion of the Invitation to Bid.
12. The Bid price shall be exclusive of any state taxes, from which the District is exempt. The District's Federal Tax Identification Number is 44-6004933. The District's State of Missouri Tax Exemption Certificate number is 12585521.

13. Bidder understands and agrees that the District may increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier.
14. The District shall not be responsible for any goods delivered or services performed without an agreement and authorized by a representative of the Lee's Summit Athletic Department.
15. When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered, and/or work must be performed, on or before said date, or the agreement for the delinquent merchandise and/or work may be canceled and awarded to another bidder. In such case, the District shall have the right to buy such merchandise and have such work performed at market price for immediate delivery, and all excess costs shall be paid by the bidder whose merchandise and/or work was delinquent.
16. Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of bid, the District will contact the successful bidder and make it aware of the interest by another agency (if any). The successful bidder and the interested agency will then be able to design the successful bid around their parameters, i.e., delivery locations, products, etc.
17. Provider (vendor) must have the ability to accept the Lee's Summit R-VII School District Visa purchasing card without passing on any additional fees to the District. Use of the District Visa Purchasing Card is the District's preferred method of payment and is used at the discretion of the District and not the provider (vendor). The vendor must provide bid prices for the items purchased with a Purchase Order and the bid prices for the items if the purchase is made using a District P-Card if these prices are different. These prices must be clearly labeled and the reason(s) notated as to the pricing difference. The decision how the purchase will be made and paid for will be made by the District.
18. The bid process is open and fair to everyone. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised via the issuance of an amendment to the Invitation to Bid, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the Invitation to Bid, any questions received less than five (5) calendar days prior to the opening date may not be answered.

#### **Purchase Orders and District Visa Purchasing Cards**

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

or in equity, including those provided in the Uniform Commercial Code. The Vendor shall be responsible for inspection and replacement of all items damaged in shipment.

7. **WARRANTIES:** All goods covered by the Purchase Order are conveyed by the Vendor to the Lee's Summit R-VII School District subject to the warranties and buyer's remedies described in the Uniform Commercial Code. This shall include but not limited to the warranty of title and against infringement, the implied warranty of merchantability, and the implied warranty of fitness for particular purpose.
8. **TERMINATION:** In the event of the Vendor's failure to deliver as and when specifically promised, the Lee's Summit R-VII School District reserves the right to cancel the Purchase Order or request credit to the Visa P-Card order, or any part thereof, without prejudice to its other rights, and vendor agrees that the District may return all or part of any shipment so made and may charge vendor any loss or expense sustained as a result of such failure to deliver as promised.
9. **DISCOUNT:** Any discount periods will start from the date of Lee's Summit R-VII School District receipt of an acceptable invoice or from the date of its receipt of acceptable merchandise at destination, whichever occurs later.
10. **TAXES:** Lee's Summit R-VII School District is exempt from Federal and State Taxes under the State of Missouri Tax Exemption Certificate #12585521.
11. **PRICES:** The Vendor agrees, if its bid is accepted by the Lee's Summit R-VII School District within the time specified, to furnish the goods and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price shall prevail. If the price is omitted on the Purchase Order, the Vendor's price shall be the lowest prevailing market price.
12. **PROMPT PAYMENT:** It is the Lee's Summit R-VII School District's policy to promptly pay vendors for goods and services it purchases. Payments are processed monthly and will be made on the basis of net 30 days after the equipment is received.
13. **ASSIGNMENT:** Except for assignment of antitrust claims, neither party to the agreement created by the Purchase Order may assign any portion of the agreement or Purchase Order without the prior written consent of the other party. Vendor, and Lee's Summit R-VII School District as purchaser, recognizes that in actual economic practice antitrust violations ultimately impact on the purchaser.
14. **O.S.H.A.:** All chemicals, equipment and materials proposed and/or used by vendor in satisfaction of the terms of the Purchase Order shall conform to the standards required by O.S.H.A.
15. **MATERIAL SAFETY DATA SHEETS (MSDS)** shall accompany each shipment, when applicable.
16. **INDEMNIFICATION:** In the event any goods sold or delivered under the Purchase Order are covered by any patent, copyright or trademark, or application therefore, vendor shall indemnify and hold harmless Lee's Summit R-VII School District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions or judgments on account of manufacture, sale or use of such goods in violation, infringement or the like or rights under such patent, copyright, trademark or application.
17. **GOVERNING LAW AND VENUE:** All issues regarding the formation, performance and/or legal enforcement of this Purchase Order shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for the resolution of any disputes arising out of or relating to the Purchase Order or Visa P-Card order shall be in the Lee's Summit R-VII School District, Lee's Summit, Missouri.