



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

**REQUEST FOR PROPOSALS #2017-30 PRINTING & MAILING OF
"OUR SCHOOLS" PUBLICATION**

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

**The Printing & Mailing of the "Our Schools" Publication
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**SIGNED BIDS MUST BE RECEIVED ON THE PUBLIC PURCHASE WEBSITE BY:
3:00 PM (CST) On Friday, June 30, 2017**

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Public Purchase E-bidding Website: publicpurchase.com

The cutoff date for any written questions for this RFP is Wednesday, June 21, 2017 at 12:00 PM (CST).

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

_____		_____	
Company Name		Authorized Person (Print)	
_____		_____	
Address		Signature	
_____		_____	
City/State/Zip		Title	
_____		_____	
Telephone #	Fax #	Date	Tax ID #
_____	_____	_____	_____
_____		_____	
E-mail		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

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

TABLE OF CONTENTS

Request For Proposals Cover Sheet	1
Table of Contents & Legal Advertisement	2
Instructions to Respondents	3
Specific Requirements of RFP	3
Specifications	3 - 5
Pricing Page	6 - 7
Submittal Page	8
Cooperative Procurement with Other Jurisdictions	9
Example Proposal Ranking Sheet	10
General Terms and Conditions	11 - 22
Insurance Requirements	17 - 18
References and Experience	19
Personnel Qualifications	20
E-Verification Affidavit for Vendor to Complete	21
W-9 for Vendor to Complete	22

**REQUEST FOR PROPOSAL FOR
RFP NO. 2017-30 Printing & Mailing of the “Our Schools” Publication
Legal Notice**

The Lee’s Summit R-7 School District is accepting RFPs for providing the printing & mailing of the “Our Schools” Publication. Specifications, terms, and conditions are specified in the RFP packet. The RFP and required specifications can be found on the Public Purchase website, www.publicpurchase.com. Bidders must register on the Public Purchase website with the Lee’s Summit School District, to be able to respond to this RFP electronically. All questions and proposals will only be accepted electronically through this website. RFP Submittals must be uploaded to the Public Purchase website on or before 3:00 PM on Friday, June 30, 2017. The Lee’s Summit R-7 School District reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the District.

SCOPE: The district is soliciting proposals from qualified persons or firms to provide services for the publishing and distribution of our news publication, "Our Schools" for the 2017-18 and 2018-19 school years. The Lee's Summit R-7 School District will provide most if not all information for the official "OUR SCHOOLS" newspaper/newsletter to be published up to five (5) times per school year. Each newspaper/newsletter will consist of a quantity of **48,000** per issue with approximately **47,000** bulk mailed to all addresses within the Lee's Summit R-7 School District boundaries, and the remaining quantity shall be delivered to Janice Phelan, Executive Director of Communications.

1.0 INSTRUCTIONS TO RESPONDENTS:

- 1.1 Direct all questions regarding this proposal to Public Purchase. The District reserves the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the District.
- 1.2 Proposals submitted on separate forms are NOT acceptable unless specified in the document. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
- 1.3 It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Public Purchase E-bidding Website: publicpurchase.com, **by Wednesday, June 21, 2017 at 12:00 PM Noon (CST)**.
- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the District. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.6 There will be no public opening of the proposals.
- 1.7 Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the specifications and offeror's proposal on the written order of the District.
- 1.8 Respondents shall initial all pages where the proposal document denotes "RESPONDENT'S INITIALS: _____".
- 1.9 The District reserves the right to award this contract in its entirety or to split the contract among vendors, whichever is in the best interest of the District.

2.0 SPECIFIC REQUIREMENTS OF RFP:

- 2.1 Evaluation: This contract may or may not be awarded to more than one service provider based on all relevant considerations including, but not necessarily limited to: staffing, design services, pricing, support services and any other evaluative aspect which may impact this contract. An example of the evaluation score sheet is attached to this RFP for your reference.
- 2.2 The RFP shall be awarded in accordance with regulations adopted by the Lee's Summit R-7 Board of Education and adhere to all applicable purchasing policies and the Service Agreement will be negotiated with the lowest responsible bidder who meets the RFP specifications and qualifications for quality, price, service, samples of the prospective bidder's printed newspapers and/or publications, and determined to be in the best interest of the District. The RFP shall be reviewed and evaluated using the "Proposal Ranking Sheet" (see Exhibit B). The RFP award will be at the sole

Printing & Mailing of "Our Schools" Publication

discretion of the District. The District reserves the right to reject any and all RFPs in part or in whole, and to accept the RFP that appears to be in the best interest of the District.

- 2.3 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 one million dollar liability insurance policy and agree to include an additional one million dollar "Errors & Omissions" clause, and must provide a copy of the liability insurance and "errors & omissions" policy upon request by the District.
- 2.4 The terms of this Service Agreement shall remain in effect for at least two years from date of award. All prices **MUST** remain firm during that time period. This Service Agreement shall commence on July 15, 2017 unless otherwise stipulated on a specific order issued by the District. The agreement shall remain in effect through June 30, 2019. The District reserves the right to renew and extend the executed service agreement pertaining to all prices, terms and conditions, and specifications upon mutual agreement between the District and the successful Bidder for an additional one (1) year, but not to exceed two (2) additional one (1) year periods for a total of a possible four (4) years.
- 2.5 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; 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 successful 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. **The dates scheduled for publishing and distributing OUR SCHOOLS newspaper is paramount and should not be changed.**
- 2.6 The successful Bidder shall not invoice the District until specified 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 has the option to cancel this service agreement if services are delayed by the successful Bidder.
- 3.0 SPECIFICATIONS:**
- 3.1 The Lee's Summit R-7 School District will provide most if not all information for the official "OUR SCHOOLS" newspaper/newsletter to be published up to five (5) times per school year. Each newspaper/newsletter will consist of a quantity of **48,000** per issue with approximately **47,000** bulk mailed to all addresses within the Lee's Summit R-7 School District boundaries, and the remaining quantity shall be delivered to Janice Phelan, Executive Director of Communications, Lee's Summit R-7 School District, Stansberry Leadership Center, 301 NE Tudor Road, Lee's Summit, MO 64086-5702.
- 3.2 All RFPs shall include all costs associated with the sale of advertising, design & layout, proofing, printing, film, postage, mailing lists, labeling, mailing and distributing the "OUR SCHOOLS" publications for the 2017-18 and 2018-19 school years.
- 3.3 Delivery Locations: **Within the Lee's Summit R-VII School District Boundaries.**
NOTE: Publication must be mailed to all addresses within the boundaries of the school district, including those served by the Lee's Summit post offices as well as other area post offices.
- 3.4 All orders must have accurate inventory notebook and/or computer disc file containing complete care and sizing information.

4.0 Pricing

Specifications and Pricing for "OUR SCHOOLS" Publications for 2017-18 and 2018-19 School Year

- ❖ Four (4) or five (5) issues annually, September 2017 through June 2019
- ❖ Issues will be scheduled for approximately: September, November, February, March, and June. (These dates may change based on the number of issues to be printed.)
- ❖ All deadlines for copy/photos, proofing, printing, and mailing will be determined in advance by the District
Failure to meet deadlines will result in the cancellation of the service agreement
- ❖ Quantity to be printed is **48,000** per issue with approximately **47,000** bulk mailed to all addresses within the District boundary and the remaining quantity to be delivered to Janice Phelan, Executive Director of Communications, Lee's Summit R-7 School District, Stansberry Leadership Center, 301 NE Tudor Road, Lee's Summit, MO 64086. Tabloid 11-inch by 11-inch newspaper/newsletter on 55-pound Kraft paper including eight (8) pages with four (4) color throughout and additional pages to be spot color.
- ❖ Bidder is required to work in a partnership to produce a newspaper ranging from approximately 16 pages to 24 pages, depending on advertising sales.
- ❖ Newspaper will be no more than fifty (50) percent advertising. Bidder will sell all advertising for newspaper/newsletter. Failure by successful bidder to sell adequate advertising to support 16- to 24-page publication at contracted price for District may result in termination of contract.
- ❖ Bidder will not accept or solicit advertising related to alcohol, tobacco, firearms/weapons, adult entertainment, or political candidates or political issues.
- ❖ Bidder is responsible for acquiring the saturation mailing list for every address within the Lee's Summit R-7 School District boundaries. This will be updated annually.
- ❖ Bidder is responsible for issuing PDF proofs to the District, making updates to proofs, printing, film, labeling, postage, mailing and distributing the newspaper/newsletter.
- ❖ Bidder must provide PDF that includes all corrections, articles, photos, and ads for placement on the Lee's Summit R-7 School District website.
- ❖ Bidder must provide a list of all advertisements for each issue as part of proofing.
- ❖ The Lee's Summit R-7 School District has final control over editorial content, layout, and advertising, and the District has the right to reject any advertisements or message.
- ❖ The Lee's Summit R-7 School District will provide all articles and photos, and the Bidder agrees to do all design and layout for the "OUR SCHOOLS" publications.
- ❖ The Bidder must show proof of previous performance on similar publications such as newspapers and newsletters by submitting samples of the newspapers or newsletters, mailing partnerships, including advertising sales, design and layout, and saturation mailing, and must also provide two (2) or three (3) references from the partnership organizations for the jobs the samples are being submitted.
- ❖ Price for Designing, Publishing, Printing, Selling and Distributing Newsletter per issue for Four (4) or Five (5) issues for 2017-18 and 2018-19 School Year:

\$ _____

SUBMITTAL PAGE:

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

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

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

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

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

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

- F. Please list the name of your company and street address below:

Company Name

Address

City, State, Zip Code

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

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

YES _____ NO _____ SIGNATURE: _____

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

LEE'S SUMMIT R-7 SCHOOL DISTRICT

PROPOSAL RANKING SHEET

Scoring Ranges

	<u>40 Point</u>	<u>30 Point</u>	<u>20 Point</u>	<u>10 Point</u>
Outstanding	35-40	25-30	17-20	9-10
Exceed Acceptable	25-34	19-24	13-16	7-8
Acceptable	15-24	13-18	9-12	5-6
Marginal	0-14	0-12	0-8	0-4

Evaluation Criteria
Score

Maximum Points

1. Evidence of experience with similar large-scale partnership projects with other organizations and/or businesses and samples of those partnership projects such as newspapers and/or newsletters are included in the Bidder's response packet. Quality of workmanship of the newspapers and/or newsletters provided as samples of those partnership projects.	40	_____
2. References from partnership organizations are included in the Bidder's response to show proof of previous service agreements in publishing newspapers and/or newsletters	30	_____
3. Bidder's cost must be all-inclusive of costs for design, layout, proofing, advertising, film, postage, mailing list, labeling, mailing, and distributing the Lee's Summit R-7 School District "OUR SCHOOLS" publications for the 2017-18 and 2018-19 school years.	20	_____
4. Applicable resources / adequacy of proposed team available to complete the project within the specified time frame. Adequate resources and equipment needed to sell advertising, design, publish, and mail a newspaper and/or a newsletter with a quantity of 48,000 per issue within the specified time frame.	10	_____
Total Points	(100)	_____

FORM NO. 1: VENDOR PROFILE

1. Lead Firm(s) (or Joint Venture) Name and Address:
 - 1a. Firm / Provider is: National Regional Local
 - 1b. Year Firm / Provider Established:
Years of Experience providing Publishing and Distributing Services:
 - 1c. Licensed to do business in the State of Missouri: Yes No
 - 1d. Licensed to do business in the City of Lee's Summit: Yes No
 - 1e. Name, title, telephone number and email address of Principal to contact:
 - 1f. Address of office to perform work, if different from Item No. 1:
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the District's project:
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULANTS

Each respondent must complete this form for all proposed sub contractors.

SUBCONTRACTOR #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Publishing and Distributing Services:

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.
-

SUBCONTRACTOR #2

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Publishing and Distributing Services:

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.
-

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the district's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the District's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firm's/Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the District's project:

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

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

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

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

GENERAL CONTRACT REQUIREMENTS.

1. **DEFINITIONS.**

- A "District" shall refer to:
Lee's Summit R-7 School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.
- B "Selected respondent" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the agreement and who has entered into this agreement for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate agreement or agreement with the contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the agreement documents.
Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District.
- F The term "estimated" represents quantities estimated for the period of time stated.
- G The term "minimum" means the District will order this quantity of supplies during the period of this agreement at the price bid.

2. **BACKGROUND CHECKS.** If selected respondent will be coming in contact with the student population of the District, the Service Provider is required to provide the District with a thorough background check of each employee that will be on District property, before the event. If the Service Provider cannot provide this information to the District, a SOR (Sex Offender Registry) check may be obtained by appointment at the Purchasing and Distribution office located at 702 SE 291 Highway, Lee's Summit, MO 64063 (816-986-2190).

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

any violations thereof relating to Vendor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.

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

21. **SUB-AGREEMENTS.**

- A. The selected respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.
- B. The selected respondent shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- C. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the agreement.
- D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.

22. **UNIFORM COMMERCIAL CODE.** This agreement is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said agreement.

23. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this agreement in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this agreement, the selected respondent shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the agreement. Any claim by the selected respondent for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the selected respondent's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the agreement as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The selected respondent shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the selected respondent shall bear all risks for rejected supplies after notice of rejection.

25. **EXECUTION OF AGREEMENT.** The agreement shall consist of a **YEARLY AGREEMENT** and a copy of the selected respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the selected respondent is as set forth in the selected respondent's RFP. Items not awarded, if any, have been deleted.

26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this agreement, the selected respondent agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

27. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

28. **ASSIGNMENTS.** Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part his interest under any of the agreement documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the District.

**SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

1. INSURANCE:

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

a. PROFESSIONAL LIABILITY

Not applicable.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence: \$ 2,000,000

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

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

General Aggregate: \$ 2,000,000

Policy must include the following conditions:

Contractual Liability
Products/Completed Operations
Personal/Advertising Injury
Independent Contractors
Additional Insured: Lee's Summit R-7 School District

c. AUTOMOBILE LIABILITY

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

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

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

d. WORKERS' COMPENSATION

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

Workers' Compensation: Statutory

Employer's Liability:

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

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

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

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

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

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

2. INVOICING AND PAYMENTS:

a. Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services. Invoices shall contain the following information: contract number, date of services, description of services, price per person, and extended totals.

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.

