



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

(816) 986-2190

Email: christa.battaglia@lsr7.net



INVITATION TO BID

DATE: May 30, 2017
FOR: Purchase and Installation of Appliances for New Missouri
Innovation Campus Building
BID#: #2017-18
QUESTIONS DEADLINE: July 14, 2017, 12:00 PM, C.S.T.
DATE OF OPENING: Friday, July 21, 2017
TIME OF OPENING: 3:00 PM, C.S.T.

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 the Public Purchase E-bidding Website.

**LEGAL ADVERTISEMENT FOR BID
Purchase and Installation of Appliances
for New Missouri Innovation Campus Building**

The Lee's Summit R-VII School District is accepting Bids for the Purchase and Installation of Appliances for New MIC Building. Specifications, terms, and conditions are specified in the Bid packet. The Bid and required specifications can be found on the Public Purchase website <https://www.publicpurchase.com/gems/register/vendor/register>. You must register with Public Purchase to be able to respond to this bid electronically. All questions and bids will only be accepted electronically through this website. Bids must be received in Public Purchase on or before 3:00 PM (C.S.T.) on July 21, 2017. **No Late Bids will be accepted.** Questions regarding registration, contact the Purchasing & Distribution Services Department (816-986-2190).

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District (District) in partnership with The University of Central Missouri (UCM), desires to solicit bids relating to the purchase of **Miscellaneous Appliances for the New Missouri Innovation Campus Building.**
2. All bids shall be quoted per item and include freight, installation and set-up, unless otherwise specified. All services will be performed in accordance with District and industry standards. See attached Exhibit A for a detailed pricing list of all bid items by room. **Note: You may choose to submit a price on any combination of items; one item or all items. The District may decide to award all items to one bidder or divide each according to price and level of service.**
3. Delivery Address: Missouri Innovation Campus, 1101 NW Innovation Parkway, Lee's Summit, MO 64086.
4. Orders shall be placed by the Lee's Summit School District for delivery, installation and set up by 4:00pm on or before August 4, 2017.
5. Normal business hours for installation will be 7:30 am to 4:00 pm, Monday through Friday. Actual working hours may vary from normal business day depending upon completion of construction.
6. The District will provide a point of contact for delivery/installation/setup of the new appliances. Contractors will be responsible for any repairs or touch-up of the building finishes due to damage done related to the unloading and installation of their materials. If the contractor should damage the building, interior or exterior, immediately notify your assigned contact person. Contractor will need to include a plan on how to protect the new facility during installation. This plan should include how to protect the door jams, all flooring, and overall facilities.
7. Contractor understands and agrees that during the installation period there will be other contractors, District & UCM personnel at the project site completing construction and

finishes and they will be required to conduct themselves in a professional, courteous manner at all times and will need to coordinate access to unloading areas, access points, and elevator usage. Contractor will need to ensure that they have tailgate lifts or proper equipment to unload the appliances. Neither the District nor UCM shall be responsible for providing any of this equipment.

8. It will be the Contractor's responsibility to remove all packing materials, tape, and labels not related to user operation, inspect all items for proper operations, adjust and lubricate as required, replace or repair any damaged items to original condition, clean all surfaces after installation, and dispose of all trash. Contractor will need to supply their own trash and recycling containers and coordinate locations with project manager. Contractor is encouraged to recycle all cardboard packaging.
9. Bids shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII Board of Education and the University of Central Missouri Board of Governors and adhere to all applicable purchasing policies. Awards shall be made to the lowest responsible bidder(s) who meet all of the qualifications for quality, price, quantities, terms, service and to whom is determined to be in the best interest of the District and UCM. The bid award will be at the sole discretion of the District and UCM. The District and UCM reserve the right to reject any and all bids in part or in whole, and to accept the bid(s) that appear to be in the best interest of the District and UCM.
10. The successful bidder must have a valid business license, hold all applicable certifications and agree to maintain each throughout the life of the contract award. The successful bidder must also maintain a liability insurance policy, not less than \$2 million dollars with both entities named as additional insureds. See Terms and Conditions, Item #22.
11. 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 and UCM of the delays in advance of the service dates so that a revised schedule can be negotiated. **The dates scheduled for District and UCM service is paramount and should not be changed.**
12. The successful bidder shall not invoice the District for delayed service until such services are delivered and accepted by the authorized representatives for the District and UCM. It is understood and agreed that the District and UCM may, at their discretion, verbally cancel delayed services and seek work from another vendor and choose to cancel this contract for failure to deliver stated services within the stated time periods.

GENERAL INVITATION TO BID INSTRUCTIONS, TERMS AND CONDITIONS

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") and University of Central Missouri (herein after referred to as "UCM" or "University") by each prospective vendor (herein after referred to as "Bidder" or "Contractor") in response to District & UCM 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 electronically to the District's Public Purchase e-bidding website 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 fax or email are not acceptable and will be rejected upon receipt. Bids submitted by either airfreight, postal service, or other means will be rejected and may be returned to the bidder.
3. Each Bidder shall furnish the information required in the Pricing Sheet.
4. **Specifications are provided to identify the product required and to establish an acceptable quality level.** Brochures, warranty information 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 UCM, 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.
5. The District and UCM reserve 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 and UCM. The Invitation to Bid implies no obligation on the part of the District or UCM, and silence does not imply any acceptance or rejection of any bid or quotation offer. The District and UCM reserve the right to select a bid with higher prices than the lowest of all prices received, if, in the opinion of the District and UCM, their interests will be best served by such bid.
6. Bidders are expected to examine bid specifications, schedule of services requested and all applicable 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 District payments, please state all payment terms in your bids.

8. Award(s) will be made to the responsive and responsible bidder(s) whose bid will be most advantageous to the District and UCM. Criteria that may be considered by the District and UCM in the award of this bid includes, but is not limited to, the following:
 - A. Superior quality and adherence to specifications
 - B. Cost
 - C. Delivery and/or completion time
 - D. Guarantees and warranties
 - E. References
9. The Invitation to Bid does not obligate the District or UCM 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.
10. 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.
11. The Bid price for items and/or service contained with Exhibit A, shall be exclusive of any federal or state taxes, from which the District and UCM are exempt. The District's State of Missouri Tax Exemption Certificate number is 12585521. UCM's State of Missouri Tax Exemption Certificate number is 12496308.
12. The District and UCM reserve the right to increase or decrease quantities.
13. The District and UCM shall not be responsible for any goods delivered or services performed without the issuance of a Purchase Order, signed by an authorized representative of the District and/or UCM.
14. When a date is set for the delivery of goods and services, said goods and services must be delivered, and/or work must be performed, on or before said date, or the Purchase Order for the delinquent work may be canceled and awarded to another bidder. In such case, the District and UCM shall have the right to buy such goods and services and have such work performed at market price for immediate delivery, and all excess costs shall be paid by the bidder whose goods and services were delinquent.
15. Successful Bidder must have the ability to accept the Lee's Summit R-VII School District and/or the University of Central Missouri's Visa purchasing card as a payment mechanism.
16. 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 must pose bid questions directly to the Public Purchase bid site and will be advised via the issuance of an addendum to the Invitation to Bid, via Public Purchase, of any relevant or pertinent information related to the procurement.

17. **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 and UCM as purchasers, recognize that in actual economic practice antitrust violations ultimately impact on the purchaser.
18. **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.
19. **MATERIAL SAFETY DATA SHEETS (MSDS)** shall accompany each shipment, when applicable.
20. **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 and UCM 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.
21. **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.
22. **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 and UCM, Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the District and UCM as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District or UCM a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District and UCM will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder.

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

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

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

University of Central Missouri
Office of Procurement and Materials Management
415 E. Clark Street, Suite 116
Warrensburg, MO 64093

Neither the District nor UCM need to be named as additional insured on any Auto Liability Insurance requirements.

18. INVOICING AND PAYMENTS:

Invoices shall be prepared and submitted in duplicate to the appropriate issuing agency. Invoices shall contain the following information: contract number, item number, description of goods and/or services, unit prices, and extended totals.

- a. Lee's Summit, R-VII School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services.
- b. University of Central Missouri, PO Box 800, Warrensburg, MO 64093, Attn: Accounts Payable

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 and the Director of Procurement for UCM or designated representative.

1. ACCEPTANCE OF BID BY THE DISTRICT AND UCM: The District and UCM shall have a minimum of 120 calendar days from the date of the opening to accept the bidder's offer.
2. District and UCM standard payment terms are Net 30 after receipt of invoice.
State any discount offered: _____
3. Response time/delivery: Per Specifications of Bid, on or before August 4, 2017.

Vendor

Authorized Representative (Print)

Date

Authorized Signature

Telephone

Contact Email

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts, universities 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: _____

Email: _____

Phone: _____

Type of Experience: _____

Number of Years: _____

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