



**Purchasing and Distribution Services
702 SE M291 Highway
Lee's Summit, Missouri 64063
(816) 986-2213**

INVITATION TO BID

DATE: September 18, 2017
FOR: Purchase & Installation of (1) One Mastodon Double Stall Batting Cage
BID#: 2018-05
DATE OF PRE-BID MTG: September 21, 2017 @ 10:30 AM
LOCATION: Lee's Summit West High School Admin Office
2600 Ward Rd.
Lee's Summit, MO 64082
DATE OF OPENING: September 29, 2017 @ 3:00 PM

THE UNDERSIGNED HEREBY:

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

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 District's Public Purchase website, www.publicpurchase.com

Bidder's Initials _____

Note: Vendors may not contact any other staff member of the Lee's Summit R-VII School District or Board of Education during the bid process.

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District is soliciting bids for the purchase and installation of One (1) or more Mastodon Double Stall Batting Cage at Lee's Summit West High School, per specifications/ pricing sheet.
2. Bid price shall include new equipment, delivery, installation and all applicable permits.
3. All bids shall be quoted **F.O.B. DESTINATION** unless otherwise specified.
4. Product Delivery/Installation Location:

Lee's Summit West High School
Attn: Jereme Hubbard
2600 Ward Rd.
Lee's Summit, MO 64082

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, and service, and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that 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 **Mastodon Double Stall Batting Cage** shall commence after the installation of the cage, 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 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 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, delivery and installation 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 adjustment to the District based on a Manufacturer's Revised Published Price List. The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer's notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District. It shall be understood that such price adjustments **shall not** exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the 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 West High School will work directly with the manufacturer under the applicable warranty coverage. A standard five (5) year warranty is preferred for this purchase. If a 5 year warranty is not offered, please indicate what warranty is offered and provide information for an extended warranty option for purchase.
12. **The Prevailing Wage Rates as determined by the State of Missouri, Division of Labor, Jackson County, shall apply to this Project. Annual Wage Order #24 is in effect for this project.**
13. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Successful bidder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 13.1 Employees on the work and other persons who may be affected thereby;
 - 13.2 The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of successful bidder or successful bidder's Sub-Contractors or Sub-Sub-Contractors; and

- 13.3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of installation.
14. 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.
15. **Bids must be uploaded to Publicpurchase.com no later than 3:00 PM on September 29, 2017.** Please note, registration with Public Purchase can take up to 36 hours to show in their system, so do not wait until the day of the bid closing to register and upload your bid.
16. The Lee's Summit R-VII School District will review all bid submissions with regards to pricing, product performance, and equipment features. The District plans to award the bid within 30 days after the bid opening.

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. **Public Purchase:** It is the responsibility of the bidder to ensure that the bid is uploaded to the District's e-Procurement site, Public Purchase, prior to the time indicated in the "Invitation to Bid". Only questions posted through the e-Procurement site will be answered and posted for all interested bidders to see. Telephone quotes will not be accepted when competitive sealed bids are solicited. In addition, only bids upload to the District's Public Purchase site, will be accepted. Late bids will not be allowed by the Public Purchase site.
3. Each Bidder shall furnish the information required; the unit price for each item and any variances in specifications must be shown.
4. Specifications are provided to identify the product required and to establish an acceptable quality level. Bids on products of equal quality and usability will normally be considered unless otherwise stated. Brochures and/or specifications must be submitted where applicable. Samples of item or items, when required, must be furnished free of expense to the District, and if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the Bidder's expense. Failure to furnish brochures, specifications, and/or samples as requested may be sufficient cause for rejection of Bids. Materials and/or services are to be supplied as specified. The District shall be the sole judge in determining "equals" in regard to quality, price, and performance.

5. The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any or all portions of a bid if deemed to be in the best interest of the District. The Invitation to Bid implies no obligation on the part of the District, and the District's silence does not imply any acceptance or rejection of any bid or quotation offer. The District reserves the right to select a bid with higher prices than the lowest of all prices received, if, in the opinion of the District, its interests will be best served by such bid.
6. Bidders are expected to examine the specifications, schedule of treatments of inspections and all instructions. Failure to do so will be at the bidder's risk.
7. Prices shall include all applicable discounts. If the successful bidder is offering a discount for quick payments, please state all payment terms in your bids.
8. The bid will be awarded to the 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. Delivery and/or completion time
 - C. Guarantees and warranties
 - D. Company's reputation and financial status
9. Any deviation from the specifications MUST be noted in detail, and submitted in writing with the bid packet. Complete specifications must be attached for any substitutions offered, or when amplifications are desirable or necessary. In the absence of a specification deviation statement and accompanying specifications, the bidder shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.
10. The Invitation to Bid does not obligate the District to pay any costs incurred in the preparation or the submission of such bids, or to purchase or contract for materials or services, including costs of any required bonding.
11. Bidders who are not selected must submit objection documents, exhibits or other evidence within five (5) business days of opening if they wish to protest any portion of the Invitation to Bid.

12. The Bid price shall be exclusive of any federal or state taxes, from which the District is exempt. The District's Federal Tax Identification Number is 44-6004933. The District's State of Missouri Tax Exemption Certificate number is 12585521.
13. Bidder understands and agrees that the District may increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier.
14. The District shall not be responsible for any goods delivered or services performed without an approved purchase order, signed by an authorized representative of the District.
15. Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of bid, the District will contact the successful bidder and make it aware of the interest by another agency (if any). The successful bidder and the interested agency will then be able to design the successful bid around their parameters, i.e., delivery locations and specialty products.
16. **Provider must have the ability to accept the Lee's Summit R-VII School District Visa purchasing card.** The District has implemented a Visa Purchasing Card Program for ease of purchasing items, especially for smaller items. Use of the District Visa purchasing card is at the discretion of the ordering agency. If there are additional fees associated with accepting a District Visa purchasing card, this must be notated and explained on the bidder's response.
17. The bid process is open and fair to everyone. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised via the issuance of an amendment to the Invitation to Bid, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the Invitation to Bid, any questions received less than five (5) calendar days prior to the opening date may not be answered.

PURCHASE ORDERS

1. **OFFER/ACCEPTANCE:** If the Purchase Order refers to Vendor's bid, then the Purchase Order is an ACCEPTANCE of Vendor's OFFER TO PROVIDE SERVICE, as stated in Vendor's bid. If no bid is referenced, the Purchase Order is an OFFER TO ORDER SERVICES, subject to Vendor's acceptance; which can be demonstrated by Vendor's performance of the order or by a formal acknowledgement. This section deals with items to purchase that may be provided by the successful bidder, but not listed on actual bid documents.
2. **CHANGES:** Any changes in prices to a Purchase Order shall be verified in writing, signed by an authorized representative of Lee's Summit R-VII School District and acknowledged by Vendor. Each service performed shall be deemed to be only upon the terms contained in the Purchase Order, notwithstanding any terms that may be contained in any invoice or

other act of vendor other than acknowledgement of a written change submitted and approved by the District.

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

11. **PROMPT PAYMENT:** It is Lee's Summit R-VII District policy to promptly pay vendors for goods and services it purchases. Payments are processed monthly.
12. **ASSIGNMENT:** Except for assignment of antitrust claims, neither party to the agreement created by the Purchase Order may assign any portion of the agreement or Purchase Order without the prior written consent of the other party. Vendor, and Lee's Summit R-VII School District as purchaser, recognizes that in actual economic practice antitrust violations ultimately impact on the purchaser.
13. **O.S.H.A.:** All chemicals, equipment and materials proposed and/or used by vendor in satisfaction of the terms of the Purchase Order shall conform to the standards required by O.S.H.A.
14. **MATERIAL SAFETY DATA SHEETS (MSDS)** shall accompany each shipment, when applicable.
15. **INDEMNIFICATION:** In the event any goods sold or services delivered under the Purchase Order are covered by any patent, copyright or trademark, or application therefore, vendor shall indemnify and hold harmless Lee's Summit R-VII School District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions or judgments on account of manufacturer, sale or use of such goods in violation, infringement or the like or rights under such patent, copyright, trademark or application.
16. **GOVERNING LAW AND VENUE:** All issues regarding the formation, performance and/or legal enforcement of this Purchase Order shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for the resolution of any disputes arising out of or relating to the Purchase Order shall be in Lee's Summit R-VII School District, Lee's Summit, Missouri.

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	Social security number										
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; height: 20px;"> </td> <td style="width:3%; text-align: center;">-</td> <td style="width:33%; height: 20px;"> </td> <td style="width:3%; text-align: center;">-</td> <td style="width:29%; height: 20px;"> </td> </tr> </table>		-		-						
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Employer identification number											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Purchasing and Distribution Services
702 SE M291 Highway
Lee's Summit, Missouri 64063
(816) 986-2213**

Specifications for Mastodon Double Stall Batting Cage and Installation

Minimum Standards for New Equipment Only. Please indicate in Yes/No box below if item you are bidding meets with minimum requirements listed below. If no, you must state the difference. Must also provide literature with pictures of items you are bidding.

Purchase of One (1) or More Mastodon Double Stall Batting Cage for Lee's Summit West High School						
Qty	Details	Yes/No	Difference	Unit of Measure	Unit Price	Total Price
1	Mastodon Double Stall Batting Cage 12'H x 12'W x 55'L			Ea	\$	\$
1	Installation			Ea	\$	\$
Length of Warranty (5 years preferred):						
Extended Warranty Cost				Ea	\$	\$
Total Freight Cost					\$	\$
Brand and Model Number Bid:						

Vendor

Authorized Representative (Print)

Date

Authorized Signature

Telephone

Contact Email

****The Prevailing Wage Rates as determined by the State of Missouri, Division of Labor, Jackson County, shall apply to this Project. Annual Wage Order #24 is in effect for this project and applies to installation.**