



**Purchasing and Distribution
Services**
**702 SE M291 Highway Lee's
Summit, Missouri 64063**
(816) 986-2210
Email: christa.battaglia@lsr7.net

**INVITATION TO
BID**

DATE: March 23, 2018
FOR: Yearly Contract for Fiber Optic Infrastructure Services
BID#: 2018-28
DATE OF OPENING: April 11, 2018
TIME OF OPENING: 3:00

PM THE UNDERSIGNED HEREBY:

- 1. Agrees to deliver the services 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 District's Public Purchase website, www.publicpurchase.com

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 desires to solicit bids for an **On-call, as needed, yearly contract for Fiber Optic Infrastructure Services...**
2. All bids shall be quoted per service, per facility unless otherwise specified. All services will be performed in accordance with District and industry standards.
3. Primary Service Location(s): The Lee's Summit School District area.
4. Successful bidder must provide labor and materials for utility pole work, underground boring, installation of conduit, cable, wire and trenching services for new buildings or relocates as needed for the IT department.
5. Under this contract, Successful bidder will be available for service from 8:00am to 5:00pm, Monday through Friday.
6. Successful bidder must provide a response to the District's service request within 24 hours. Response time for emergency calls will be within 8 hours of request. The Lee's Summit R-7 School District will have the sole determination as to what is deemed an emergency.
7. Service Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII Board of Education and adhere to all applicable purchasing policies. Service Agreements will be awarded with the lowest responsible bidder who meets all of the qualifications for quality, price, terms of bid, service and is determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that appears to be the best overall value for the District.
8. The successful bidder must have a valid business license, hold all applicable certifications and agree to maintain each throughout the life of the agreement. The successful bidder must also maintain a liability insurance policy, not less than \$2 million dollars. See Insurance requirements attached.
9. Prevailing Wage: The wages for all work performed under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210. Annual Wage Order No. 24 will apply.
10. Work Authorization Affidavit: As a condition for the award of any agreement in excess of five thousand dollars (\$5,000), the selected respondent, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation must be from the federal work authorization program provider.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized

alien, including suspension of the vendor's business license, termination of the agreement, and debarment from work for a period of three years or permanently, and withholding 25% of the total amount due the selected respondent.

11. The terms of this bid shall remain in effect for one year from date of award with the possibility of 3 additional one-year renewal periods. All prices **MUST** remain firm during the first year time period. If after one year, successful bidder requires an increase, vendor must request the increase in writing within ninety (90) days of the anniversary date to the District's Purchasing Department. This contract shall commence on April 21, 2018 unless otherwise stipulated on a specific order issued by the District. The agreement shall remain in effect through April 20, 2019. The District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and vendor(s) for an additional one (1) year period, but not to exceed three (3) additional one (1) year periods, for a total of 4 years. Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.

If the Vendor requests an increase in compensation for any renewal period, the Vendor shall notify the Purchasing Supervisor no less than ninety (90) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Purchasing Supervisor of increased costs incurred by the Vendor for any element of the bid for which an increase is requested. **The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases.** 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.

The Purchasing Supervisor shall notify the Vendor in writing of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the District's right to exercise the renewal option.

10. The successful bidder shall provide services as stated on each service request. All work shall be made in accordance with good commercial practice and shall be adhered to by the successful bidder(s); except in such cases where the service will be delayed due to acts of God, employee strikes, or other causes beyond the control of the bidder. In these cases, the successful bidder shall notify the District of the delays in advance of the service date so that a revised service date can be requested.
11. The successful bidder shall not invoice the District for delayed service until such services are delivered and accepted by the District's authorized representative. It is understood and agreed that the District may, at its discretion, verbally cancel delayed services and seek work from another vendor and choose to cancel this contract for failure to deliver stated services within the stated time periods.
12. The successful bidder shall be responsible to the Owner for acts and omissions of successful bidder's employees, Sub-Contractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of successful bidder or any of its Sub-Contractors.
13. Successful bidder shall be responsible for compliance, during the course of the Work, with any laws and regulations that are protective of the environment or human health and safety.

14. Successful bidder, all Sub-Contractors, and delivery personnel associated with performing the Work of the Contract shall conduct themselves in accordance with all applicable Lee's Summit R-7 School District Board of Education Policies while on the job site or any District property. Applicable policies include, but are not limited to, restriction of Tobacco, Drugs, Offensive Language, Weapons, and Sexual Harassment. Failure of a person to comply will be cause for his or her immediate dismissal from the Project. Noncompliance shall be considered a substantial breach of Contract.
15. Successful bidder shall be responsible to investigate their own employees for Sex Offender Registration and assure that any employee with such record shall not visit or perform Work at any Lee's Summit School job sites or District property. Noncompliance shall be considered a substantial breach of Contract. The Owner reserves the right to have any such Sexual Offender removed from the site.

SPECIFICATIONS

1. Responsibilities of the Service Provider:

- Service Provider is to provide services as needed, in accordance with the installation of new network communication cabling and also re-location services of existing infrastructure. All work will be provided on an "as-requested" basis. All work shall include all labor, supervision, equipment, material and incidental costs necessary to provide the contracted work.
- Service Provider shall furnish all labor, materials, and equipment necessary to perform boring services for the District within the contract service area and within prescribed times.
- Service Provider will receive requests for service directly from the Coordinator of Network Services or assigned designee and a Purchase Order will be issued for the project.
- upon receipt of a request for services, Service Provider will meet with the project manager to determine the scope of the project, visit the site and provide a Work Order Cost Estimate, according to the pricing table provided in the contract. This estimate must be written according to Purchasing Policy.
- Contractor shall not provide more than one thousand dollars (\$1,000) on non-emergency work, including materials, for a given job without a written estimate and obtaining written approval from the Network Administrator or his designee. The District reserves the right to bid any project over the District's bid threshold of five thousand dollars (\$5,000) and is determined to be in the best interest of the District.
- Hourly charges, if applicable, are to begin when Successful Provider arrives at job site or reports to the Coordinator of Network Services/Department Head or his designee, whichever is requested by the District. The Service Provider shall NOT commence any work until he has notified the proper District personnel of his arrival. Service Provider will not be allowed travel time. Please build into your quoted hourly rate the amount you feel necessary to cover travel time. The District shall not be responsible for payment to contractor for any briefings or meetings held between the District and the Service Provider, as these meeting are to the mutual benefit of both parties.
- Service Provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the District be responsible for any damages to any of the contractor's equipment or clothing either lost, damaged, destroyed or stolen.
- All work shall be performed and all complaints handled with due regard to the District public relations. The Service Provider shall utilize competent employees in performing

the work. At the request of the District, the Service Provider shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The District and the Service Provider shall each be promptly notified by the other of any complaints received.

- Service Provider will contact the appropriate District contact individual or Coordinator of Network Services at 816-986-1050 for all contract and administrative issues or problems with locations.
- Proper safety precautions shall be used at all times and shall remain the Service Provider's responsibility. The Service Provider shall be equipped to enter all District spaces meeting all Occupational Safety and Health Administration (OSHA) criteria.

2. District Standards for the Application of this Contract are to Include the Following:

- Armored Cable
- Application of labels to fiber optic cables
- Fusion Splicing
- Splicing to Include Testing
- Capable of 10GB Performance
- Brands Considered Acceptable by the District: Raychem, Tyco, Corning, Prysmian and Channel
- Locate Wires to be Run with all Underground Work
- An As built may be requested at the discretion of the District for any work performed under this contract, before payment is made to the successful vendor.

3. Investigations of Damage to District facilities:

- Should either party become aware of any damage to District facilities that occur after service provider has been asked to perform boring services with respect to the District facilities, the party learning of the damage shall promptly notify the other party. This notification may be made orally. Both parties shall be entitled to investigate any report of damage to District facilities.
- Service Provider will investigate incidents of damage to District facilities and provide a written report of its findings to the customer.

4. Restoration Costs:

- If Service Provider receives a request to provide boring/digging services with respect to District facilities and an excavator causes damage to District facilities, then Service Provider will be responsible for paying the District restoration costs if such damages constitute at fault damages.

5. Invoices and Payment:

- The Service Provider shall submit, on a timely basis, an itemized statement of services rendered, including the following information:
 - ◆ Name of District personnel authorizing the work
 - ◆ Name of employee who performed the work
 - ◆ Hours and rates spent on each job for each given day
 - ◆ List of all materials used and cost
 - ◆ Detailed information for as built should include, but not be limited to splicing documentation, run lengths and geographic locations, etc.
 - ◆ Purchase order number shall be designated on all invoices
- Requests for payment shall be submitted by the job.
- For prompt payment, all invoices and copies of work orders shall be sent directly to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services.

6. Price Revisions:

- Service Provider may adjust the prices for boring/digging services upon thirty (30) days written notice to the District at the time of renewal.

7. Definitions:

- District facilities means any underground or above ground cables, lines, valves, wires, pipes or conduits .
- Damage to District facilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground facility or line, or the rendering of any underground facility or line partially or completely inoperable.
- Underground facilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, storm water, including but not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

Pricing

Item #	UNDERGROUND	UM	Price
1	Bore includes placement of 1 x 1.25" HDPE conduit includes coupler (36" minimum cover)	ft	
2	Trench includes placement of 1 x 1.25" HDPE conduit includes couple (48" minimum cover)	ft	
3	Plow includes placement of 1 x 1.25" HDPE conduit includes couple (48" minimum cover)	ft	
4	Bore includes placement of 1 x 1.5" HDPE conduit includes couple (36" minimum cover)	ft	
5	Bore includes placement of 1 x 2" HDPE conduit includes couple (36" minimum cover)	ft	
6	Trench includes placement of 1 x 1.5" HDPE conduit includes couple (48" minimum cover)	ft	
7	Trench includes placement of 1 x 2" HDPE conduit includes couple (48" minimum cover)	ft	
8	Plow includes placement of 1 x 1.5" HDPE conduit includes couple (48" minimum cover)	ft	
9	Plow includes placement of 1 x 2" HDPE conduit includes couple (48" minimum cover)	ft	
10	4" HDPE adder (Includes Duct and Couplers)	ft	
11	Install each additional conduit up to 2" HDPE (Includes Duct)	ft	
12	Install additional 4" HDPE adder (Includes duct and Couplers)	ft	
13	Rock Adder/ diggable -- LSSD approval required	ft	
14	Rock Adder/ solid -- LSSD approval required	ft	
15	Rod & Proof Existing Conduit (including install pull rope)	ft	
16	Pull FOCA in Duct -- up to 1 fiber and 1 x 12-ga. tracer wire, per conduit ft	ft	
17	Pull ea additional FOCA in Duct	ft	
18	Remove & Restore Paved Surface, Concrete	sq ft	
19	Remove & Restore Paved Surface , Asphalt	sq ft	
20	18"x24"x30" polymer/concrete 20K rating includes marker post and vault	ea	
21	24"x30"x48" polymer/concrete 20K rating includes marker post and vault	ea	
22	Install Ground Rod (includes materials)	ea	
23	Split Y, intercept existing 2" include excavation	ea	
24	Additional excavation, existing conduit more than 3' deep	ea	
25	4'X4'X4' concrete vault w/10"x30" ring and cover (does not include vault or ring)	ea	
26	Remove Existing Vault or Manhole	ea	
27	Street Core Asphalt	ea	
28	Street Core Concrete	ea	
29	Core Bore, Existing Manhole/Vault/Foundation up to 2"	ea	
30	Mobilization (only applies to projects under \$1000)	ea	

AERIAL			
31	Install strand; includes labor & materials to place .25" strand; all hardware; bonding material	ft	
32	Lash fiber-optic cable; includes labor & materials to lash single fiber; per strand ft.	ft	
33	Lash each additional cable	ft	
34	Delash, Relash fiber cable	ft	
35	Overlash Cable	ft	
36	Wreckout existing fiber & strand	ft	
37	Recover fiber	ft	
38	Install ADSS fiber includes hardware	ft	
39	Anchor, Expansion / Bust (DG & GG included)	ea	
40	Anchor, Screw (DG & GG included)	ea	
41	Anchor, Screw (DG & GG included) ROCK per approved	ea	
42	Sidewalk DG (include post, guard and anchor)	ea	
43	Riser, 2" PVC U-Guard	ea	
44	Riser, 4" PVC U-Guard	ea	
45	2" Steel U-Guard	ea	
46	4" Steel U-Guard	ea	
47	2" PVC Stand Off Riser	ea	
48	4" PVC Stand Off Riser	ea	
49	Pole transfer straight through	ea	
50	Pole transfer with guy or dead end	ea	
51	Pole transfer with double dead end	ea	
52	Sno-shoes (labor and materials)	ea	
BUILDING ENTRY			
53	Composit Building Entry up to 350' (Includes 12 splices, wall mounted Dmark, wall core and riser up to 20')	ft	
54	Composit Building Entry up to 350' (Includes 12 splices, rack mounted Dmark, wall core and riser up to 20')	ft	
55	Place 1.25" Plenum innerduct	ft	
56	Set Wall Mount FDF	ea	
57	Place Junction Box (12"x12"x 6")	ea	
58	Core Foundation	ea	
59	Core Floor	ea	
60	Core Wall	ea	
61	Place Equipment Rack (19") including bonding/grounding	ea	
62	Place Back Board - 4'x4'x3/4". Fire Retardant Paint	ea	
63	Pull fiber interior	ft	

FUSION SPLICING			
64	Fiber splice up to 48 fibers (including testing)	ea	
65	Fiber splice 49 fibers or more (including testing)	ea	
66	Prep fee -- Butt splice includes A case and 2 trays	ea	
67	Prep fee -- Butt splice includes B case and 2 trays	ea	
68	Prep fee -- Butt splice includes D case and 2 trays	ea	
69	Prep fee -- Ring Cut (mid-sheath) includes A case and 2 trays	ea	
70	Prep fee -- Ring Cut (mid-sheath) includes B case and 2 trays	ea	
71	Prep fee -- Ring Cut (mid-sheath) includes D case and 2 trays	ea	
72	Enter existing closure	ea	

DESIGN AND PERMITTING			
73	Design	ft	
74	Permitting	ea	
75	As built	ft	
76	<u>Materials Markup</u>	%	
77	During the course of the contract, the using departments may need to order items or services not specifically listed. Please state any discounts for such purposes, from your listed prices.	%	

HOURLY RATES				
			Standard	Emergency
78	Supervisor with truck	hr		
79	Foreman	hr		
80	Operator	hr		
81	Laborer	hr		
82	Lineman	hr		
83	Splicer	hr		
84	Truck & tools 1 ton or larger	hr		
85	Backhoe and trailer	hr		
86	Bucket Truck	hr		
87	Fiber Splice Trailer	hr		

GENERAL INVITATION TO BID INSTRUCTIONS

1. These General Terms, Conditions and Instructions apply to all proposals made to Lee's Summit R-VII School District (herein after referred to as "District") by each prospective vendor (herein after referred to as "Bidder") in response to District solicitations including, but not limited to, Invitations to Bids, Requests for Proposals and Requests for Quotes. As such, the words "Bid" and "Proposal" are used inter-changeably in reference to any and all offers submitted by prospective vendors.
2. **Late Bids will not be accepted or considered.** It is the responsibility of the bidder to ensure that the bid arrives at the District's Purchasing and Distribution Services Department prior to the time indicated in the "Invitation to Bid". Telephone quotes will not be accepted when competitive sealed bids are solicited. In addition, bids sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bids either by airfreight, postal service, or other means. Late bids will be time and date stamped late and may be returned to the bidder.
3. 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.
4. 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.
5. Bidders are expected to examine site locations, bid specifications, schedule of services requested and all applicable instructions. Failure to do so will be at the bidder's risk. If you need to schedule an inspection of one or more of the buildings, please contact Kinzie Doll 816-986-, to make arrangements.
6. 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 bid.
7. The agreement will be awarded to that responsive and responsible bidder(s) whose bid will be most advantageous to the District, price, specifications and other factors considered. The District reserves the right to waive any technical or formal error or omissions and reject any or all bids, or to award an agreement for the items thereon, either in part or in whole, if it is deemed to be in the best interest of the District to do so. Criteria that may be considered by the District in the award of this bid includes, but is not limited to, the following:
 - A. Superior quality and adherence to specifications
 - B. Adequate maintenance and service

- C. Delivery and/or completion time
 - D. Guarantees and warranties
 - E. Company's reputation and financial status
 - F. Past experience and cost with same or similar equipment or service
 - G. Anticipated future cost and experience
8. 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.
 9. 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.
 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 services contained within this bid 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.
 12. Bidder understands and agrees that the District cannot guarantee quantity of services needed and that the District can modify conditions and specifications by mutual agreement with the selected service provider.
 13. The District shall not be responsible for any goods delivered or services performed without an agreement, signed by an authorized representative of the District.
 14. When a date is set for the delivery of services, said service must be delivered, and/or work must be performed, on or before said date, or the service agreement for the delinquent work may be canceled and awarded to another bidder. In such case, the District shall have the right to buy such services and have such work performed at market price for immediate delivery, and all excess costs shall be paid by the bidder whose work was delinquent.
 15. In an effort to cooperate with our surrounding local government and adjacent school Districts the unit prices stated in this agreement may be extended or offered. Final prices will be negotiated and agreed upon between both seller and buyer. 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. **Successful Bidder 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.
 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-for District services

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

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

a. **COMMERCIAL GENERAL LIABILITY**

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 1,000,000
General Aggregate:	\$ 2,000,000

Policy must include the following conditions:

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

b. AUTOMOBILE LIABILITY

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

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

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section **with the exception** of the District being named as additional insured.

c. WORKERS' COMPENSATION

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

Workers' Compensation: Statutory

Employer's Liability:

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

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

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

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

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

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

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

18. INVOICING AND PAYMENTS:

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

REFERENCES AND EXPERIENCE

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

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____ Number of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

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.