



Purchasing and Distribution Services

702 SE M-291 Highway

Lee's Summit, Missouri 64063

(816) 986-2190

Email: christa.battaglia@lsr7.net

INVITATION TO BID

DATE: June 27, 2018
FOR: Purchase & Installation of a 2 Car Garage at Bernard Campbell Middle School
BID#: 2018-44
DATE OF OPENING: July 12, 2018
TIME OF OPENING: 2:00 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 by email to christa.battaglia@lsr7.net.

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.

Bidder's Initials _____

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District is soliciting bids for the purchase and installation of a 16'x 20' gable roof, double car garage (See Equipment Specifications / Pricing page).
2. Bid price shall include new equipment, delivery and set set-up.
3. All bids shall be quoted **F.O.B. DESTINATION** unless otherwise specified.
4. Delivery/Installation Location: Bernard Campbell Middle School, 1201 NE Colbern Road, Lee's Summit, MO 64086. On the concrete pad at the edge of the football field.
5. Purchases 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 Orders will be awarded 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 manufacturer warranty for the 16'x 20' garage shall commence after it has been installed and demonstrated to Facilities, 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 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. In the event a replacement product is necessary due to product failure, the Facilities Department will work directly with the manufacturer under the applicable warranty coverage. A standard five (5) year warranty is preferred for this purchase. If a five (5) year warranty is not offered, please provide information for an extended warranty option for purchase.
11. 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.
12. 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. Bids must be returned in a sealed envelope and received in the Purchasing and Distribution Services Department no later than 2:00PM on July 12, 2018. **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. Bids sent by electronic devices will be accepted for this bid. Proposing firms will be expected to allow adequate time for delivery of their bids either by airfreight, postal service, or other means. Late bids will be time and date stamped late and may be returned to the bidder.
3. Each Bidder shall furnish the information required; the unit price for each item 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. The District's State of Kansas Tax Exemption Certificate number is KSMMS4EKDC.
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 and under the State of Kansas Tax Exemption Certificate #KSMMS4EKDC.
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 net 30.
- 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. **SAFETY DATA SHEETS (SDS)** 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.

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.

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:33%; height: 20px;">-</td> <td style="width:33%; height: 20px;"> </td> </tr> <tr> <td style="width:33%; height: 20px;"> </td> <td style="width:33%; height: 20px;">-</td> <td style="width:33%; height: 20px;"> </td> </tr> </table>		-			-																							
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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) 986-2190**

**Bid #2018-44 Purchase and Installation of one (1)
16' x 20' Gable Roof, Double Car Garage**

Minimum Standards for Structure Only. R7 to remove existing sheds and any prep around existing slab. Contractor to supply and install new garage in accordance with all applicable City requirements & laws.

Purchase of one (1) 16' X 20" Gable Roof, Double Car Garage	Do the Specs meet Min. Spec Given?	If No, Give Explanation
Details	Yes/ No	Explanation of Difference
16' x 20' w/ gable roof		
Engineered trusses w/ steel joint plates (Gable)		
2"x4" pressure- treated bottom wall plates		
2"x4" wall studs on 16" centers		
2"x4" gable end wall studs		
30 year treated and primed smart panel siding		
Primed smart trim and fascia boards		
12" overhangs		
Two (2) 8'x7' steel overhead doors		
Two (2) 3' steel entry doors		
7/16 OSB roof decking with "H" clips		
15# felt vapor barrier		
25-year 3-tab shingles		
Baked enamel & galvanized metal drip edge on all roof lines		
Z flashing on all horizontal joints		
Installed and anchored to existing 16'x20' concrete slab		
Warranty offered:		
Brand and Model Bid:		
Price for Purchase & Installation of one (1) 16'x20' Gable roof, Double Car Garage		\$
Grand Total		\$

Vendor

Authorized Representative (Print)

Bidder's Initials _____

Date

Authorized Signature

Telephone

Contact Email

Bidder's Initials _____