



Lee's Summit R-7 School District  
Purchasing and Distribution Services  
702 SE 291 Highway  
Lee's Summit, MO 64063  
816-986-2190  
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**REQUEST FOR PROPOSAL FOR  
DRINKING WATER TESTING SERVICES  
RFP NO. 2019-20**

**IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE RECEIVED BY 2:00 PM (CST) ON DECEMBER 20, 2018.**

The cutoff date for any written questions for this RFP is December 13, 2018 at 12:00 PM (CST).

**It is the responsibility of interested firms to check [www.publicpurchase.com](http://www.publicpurchase.com) for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted proposal.**

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

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

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

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REQUEST FOR PROPOSAL #2019-20 FOR  
DRINKING WATER TESTING SERVICES

**LEGAL NOTICE**

The Lee’s Summit R-7 School District is accepting proposals for Drinking Water Testing Services. Scope of work, terms, and conditions are specified in the RFP packet. The RFP and required specifications can be found on the District’s website in the Purchasing & Distribution Services Department as well as the Public Purchase website. All questions, requests for information or clarification pertaining to this RFP must be submitted in writing to the District’s Public Purchase website, [www.publicpurchase.com](http://www.publicpurchase.com) before 12:00 PM on December 13, 2018. Proposals must be uploaded to [Publicpurchase.com](http://Publicpurchase.com) no later than **2:00 PM on December 20, 2018.**

**PURPOSE:** The Lee’s Summit R7 School District (LSR7) is soliciting written proposals from professional water testing companies to provide water testing services of drinking water for multiple drinking sources throughout the Districts facilities. LSR7 will review all request for proposals submissions with regards to pricing, references, experience, and who is deemed the most responsive to this request.

**OVERVIEW:** The Lee’s Summit R-VII School District is located in Lee’s Summit, Missouri, a suburb approximately 25 miles southeast of Kansas City, Missouri and covers an area of 117 square miles. It has an enrollment of approximately 18,000 K-12 students. More information about the District and its facilities can be found on the District’s website at [www.lsr7.org](http://www.lsr7.org).

**SCOPE OF WORK:** The Water Testing Company is required to provide drinking water testing services for approximately 1500 to 2000 drinking water sources throughout the Districts facilities as requested by the Owner in order to determine the current condition of the drinking water. The District will make available to the Company background information including spreadsheets and drawings which indicate drinking water source locations. The District currently has twenty-eight (28) schools and five (5) support staff buildings. Testing will be monthly with an average of two to three schools/sites tested per month. The process will include four main areas of execution – water sample collection, water sample delivery to testing site (laboratory), testing, and reporting:

1. Water Sample Collection
  - a. Collection bottles shall be provided by the Company and delivered to the Owner on a monthly basis.
  - b. Collection bottles size shall by 500 milliliters (1/2 liter).
  - c. The Owners staff shall take water samples at predetermined drinking source locations.
  - d. The Owners staff shall label all testing sample bottles corresponding to the labeling outlined in the Drinking Water Testing spreadsheet and drawings.
2. Water Sample Delivery to Testing Site (Laboratory)
  - a. The Owner will package and deliver samples to the testing laboratory per base bid pricing on bid form.
  - b. Per “Add Price” on Bid Form – Company to pick up samples from Owner and deliver to Companies Testing Site (Laboratory).
3. Water Sample Testing
  - a. All Water Sample Testing to be performed at a local laboratory (Kansas City Metropolitan Area).
  - b. Water Sample Testing shall include Lead and Copper.
4. Reporting of Water Sample Tests
  - a. Water Sample Test Reports shall be e-mailed to Owner within one week of testing.
  - b. Company to advise Owner of elevated testing results.
  - c. Company to advise Owner of possible remediation measures.

**1.0 INSTRUCTIONS TO RESPONDENTS:**

- 1.1 All questions regarding this RFP shall be submitted in writing to the District’s Public Purchase website. The District reserves the right to reject any and all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the District.
- 1.2 Proposals submitted on separate forms are NOT acceptable unless specified in the document. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
- 1.3 It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be received in writing through the Public Purchase website no later than **December 13, 2018** at 12:00 PM (CST).
- 1.4 There will be no public opening of the proposals.
- 1.5 Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the RFP and offeror’s proposal on the written order of the District.
- 1.6 Respondents shall initial all pages where the proposal document denotes “RESPONDENT’S INITIALS: \_\_\_\_”.
- 1.7 To be considered, a firm must have at least three (3) proven clients of similar size to our district.

**1.8 SELECTION PROCESS**

**QUALIFICATIONS:** Lee’s Summit R-7 School District will screen and select the most highly qualified Testing Company from those submitted and will select the Testing Company considered best qualified and capable of performing the proposed work. Companies being considered for Water Testing Services are expected to have qualifications and experience in the following areas:

- The Companies regular business purpose shall be in the field of Environmental Testing and will have records to prove continuous environmental testing experience for the past five (5) calendar years.
- The Company shall appoint a member of its current staff who has been employed by the Company a minimum of twelve (12) months to manage the services rendered to the District and involved Water Testing services for the past three (3) years. This program manager is to be a professional member, in good standing with the Company and the Environmental Testing Industry

The proposals will be evaluated by a District Selection Committee (DSC) comprised of selected District personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview, if applicable.

Members of the DSC will review and rate each responsive proposal based on the following criteria:

- a. The firm's specialized experience and technical competence in providing similar services to school districts or governmental agencies during the past five (5) years.
- b. Key personnel that will be assigned to the District and their experience with similar scope.

- c. Applicable resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the Testing within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with District staff.
- e. Cost (up front submitted with proposal. See Form 2)

The Proposal Ranking Sheet for the evaluation of the proposals is included in this RFP. The DSC may request additional submittals.

**2.0 SPECIFIC REQUIREMENTS OF RFP:**

- 2.1 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 RFP 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 proposal that is in the best interest of the District.
- 2.2 The terms of this RFP shall remain in effect for at least one year from date of award. All prices MUST remain firm during that time period. The District may, at its option, renew the Contract for up to four (4) additional one-year Contract periods by giving written notice to the consultant.
- 2.3 **RFPs must be uploaded to Publicpurchase.com no later than 2:00 PM on December 20, 2018. Please note, registration with Public Purchase can take up to 36 hours, so do not wait until the day of the RFP closing to register and upload your proposal.**

**3.0 SCHEDULE OF RFP PROCESS AND PROJECT COMPLETION:**

3.1 Timeline for RFP Process:

The timeline listed below is the District’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to different circumstances.

RFP Notification	November 29, 2018
Receive Proposals	December 20, 2018
Meet to review	January 3, 2019
School Board	January 17, 2019
Notice to Proceed	January 18, 2019

**PROPOSAL RANKING SHEET**

**SCORING RANGES**

	40 Point Questions		20 Point Questions		
Outstanding	30 – 40		17 – 20		
Exceeds Expectations	20 – 29		13 – 16		
Satisfactory	10 – 19		9 – 12		
Below Satisfaction	0 – 9		0 – 8		

	<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Score</b>
1.	<p><b>Evidence of Experience &amp; References with Similar Accounts (Ref &amp; Exp)</b></p> <p>Consider experience and references listed by the firm/provider. Is the firm/provider experienced in providing services similar to that requested in this RFP?</p> <ul style="list-style-type: none"> <li>• Familiarity and experience with similar projects.</li> <li>• Consider the number of years of experience the firm/provider has.</li> <li>• Consider the number of years the firm has been in business.</li> <li>• Consider the references given by the firm/provider.</li> </ul>	40	_____
2.	<p><b>Approach and Understanding of Scope</b></p> <p>Evaluate the provider’s approach to and understanding of the scope of services required in the RFP as evidenced by the vendor’s proposal:</p> <ul style="list-style-type: none"> <li>• Detailed approach is reasonable /responsive to District’s needs.</li> <li>• Identify/recognize critical or unique issues specific to the project.</li> <li>• Unique approaches that have been successful elsewhere.</li> </ul>	40	_____
3.	<p><b>Cost</b></p> <p>Determination of cost and pricing data:</p> <ul style="list-style-type: none"> <li>• Consider the amount of time estimated for supplying staff and the fees associated with it.</li> <li>• Consider whether all elements of pricing conform to the requirements of the RFP.</li> </ul>	20	_____
Ranked By: _____		<b>TOTAL POINTS</b> (100)	

**PROPOSAL PAGE**

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

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

- A. **Acceptance of proposal by District:** The District shall have a minimum of ninety (90) calendar days from the date of the proposal opening to accept respondent's offer.
  
- B. **Response time/delivery:** Sample bottles for the first months testing shall be delivered to Owner following Notice to Proceed.
  
- C. **District standard payment terms are Net 30 after receipt of invoice. Please state any discounts offered:** \_\_\_\_\_
  
- D. **Submittals:** The following must be submitted with proposal
  1. **Forms 1 &2**
  2. **Completed W9 and E-Verification Affidavit**
  3. **Certificate of Insurance**
  4. **The following information shall be submitted in the designated sequence as a separate pdf file:**

**Companies Firm Profile and Philosophy**

All of the information submitted should be related to the Environmental Testing Company. (Do not include information for any sub-consultant).

**Companies Project Approach**

Submit a project approach regarding your firms understanding of the project, its goals and objectives. In detail, describe your firms planning process from delivery method of testing sample bottles, to the time required for testing samples (once receipt of samples), and the time required from testing, to generating reports, to communication of reports to Owner.

**Companies Personnel Assigned to the Project**

Identify the names of any personnel who will be involved in the receipt of samples, testing, and report generation process. List degrees and/or certifications of individuals performing Environmental Testing with minimum, three (3) relevant projects and locations that each individual team member has worked on.

**Schedule**

Provide an example of a testing schedule from a client similar to LSR7 and demonstrate your firm's ability to meet this schedule. After Notice to Proceed, consult with Owner to develop a monthly schedule for identification of which schools/buildings will be tested on specific months for a period of twelve (12) months.

**Companies References**

The Company will provide a reference list from three (3) customers. Include district, contact name and telephone numbers. All of the references submitted should be for Environmental Testing completed directly by the Company.

**Legal Action/Administrative Proceeding or Arbitration**

Please describe any legal action, administrative proceeding or arbitration involving your firm in the last five (5) years, including the outcome of the action(s).

**Why Should Lee's Summit Schools Utilize Your Firm/Additional Information**

Please feel free to include information describing what makes your firm or team unique.

**Return all parts of this complete document (respondents to keep copy of proposal submitted)**

E. Please list the name of your company and address:

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Address City, State, Zip Code:  
\_\_\_\_\_



**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

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

YES\_\_\_\_\_ NO\_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

**FORM NO. 1: COMPANY PROFILE**

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

**FORM NO. 2: PRICING: Drinking Water Testing Services**  
**Based on all items included in RFP:**

DESCRIPTION OF SERVICE	
Cost <b>per water sample</b> for testing for Lead and Copper in an annual total of 1500 to 2000 water samples delivered to Companies laboratory.	\$
Additional cost <b>per water sample</b> for picking up samples from LSR7 Facilities and delivering to Companies laboratory.	\$
<b>Total:</b>	\$
<b>All rates shall include all overhead, profit, travel and reimbursable expenses</b>	

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

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

Signature:

Typed Name and Title:

Telephone Number:

Date:

## GENERAL TERMS AND CONDITIONS

### GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

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

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

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respondent's expense all items that are not acceptable as equals, said items to be replaced by respondent with satisfactory items at the original price.

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

**GENERAL CONTRACT REQUIREMENTS.**

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

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

the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.

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



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- D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.
22. **UNIFORM COMMERCIAL CODE.** This agreement is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said agreement.
23. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this agreement in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this agreement, the selected respondent shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the agreement. Any claim by the selected respondent for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the selected respondent's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the agreement as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The selected respondent shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the selected respondent shall bear all risks for rejected supplies after notice of rejection.
25. **EXECUTION OF AGREEMENT.** The agreement shall consist of a YEARLY AGREEMENT and a copy of the selected respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the selected respondent is as set forth in the selected respondent's RFP. Items not awarded, if any, have been deleted.
26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this agreement, the selected respondent agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
27. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
28. **ASSIGNMENTS.** Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part his interest under any of the agreement documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the District.
29. **INSURANCE:** The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:
- a. **PROFESSIONAL LIABILITY**  
Chemical Misapplication \$2,000,000
  - b. **COMMERCIAL GENERAL LIABILITY**  
Limits:  
Each Occurrence: \$ 1,000,000

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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

c. AUTOMOBILE LIABILITY

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

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

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

d. WORKERS' COMPENSATION

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

Workers' Compensation: Statutory  
Employer's Liability:  
Bodily Injury by Accident: \$ 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.

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-VII School District  
Purchasing and Distribution Services Department  
702 SE M-291 Highway

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Lee's Summit, MO 64063

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

30. INVOICING AND PAYMENTS:

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

- a. Lee's Summit, R-VII School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services.

W-9 FORM

Form <b>W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
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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"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																													
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.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;">-</td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;">-</td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;">-</td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> <td style="width:20px; text-align: center;"> </td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	<b>Social security number</b>				-			-															<b>Employer identification number</b>				-																	
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<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																													

<b>Part II Certification</b>	
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).	
<b>Certification instructions.</b> 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.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____  Date ▶ _____

<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Purpose of Form</b> 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.	<b>Note.</b> 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.  <b>Definition of a U.S. person.</b> 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). <b>Special rules for partnerships.</b> 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.
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**E-VERIFICATION AFFIDAVIT**



**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.**