



**Purchasing and Distribution Services
702 SE M291 Highway
Lee's Summit, Missouri 64063
(816) 986-2190**

INVITATION TO BID

DATE: April 8, 2019
FOR: Purchase of Acoustical Shells
BID#: 2019-37
DATE OF OPENING: April 25, 2019
TIME OF OPENING: 3:00 PM

It is the responsibility of interested firms to check www.publicpurchase.com for any addendums or notices of information prior to the opening date and time of this bid. All addendums must be signed and included with your submitted bid.

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 BID.**

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 through the District's bidding website - 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.

ADVERTISEMENT FOR RFPS/BIDS:

Purchase of Acoustical Shells

The Lee's Summit R-VII School District is accepting Bids for the Purchase of Acoustical Shells, Bid 2019-37. Specifications, terms, and conditions are specified in the Bid packet. The Bid and required specifications can be found on PublicPurchase.com and the District's website <http://pds.lsr7.org/bidsrfp>. Bids must be received through Public Purchase on or before **3:00 PM on Thursday, April 25, 2019**

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District Facilities Services desires to solicit bids relating to the purchase of Acoustical Shells.
2. Bid price shall include new equipment and liftgate delivery/shipping.
3. All bids shall be quoted **F.O.B. DESTINATION** unless otherwise specified.
4. Delivery Location: Lee's Summit North High School
Attention: Amy Krinke
901 NE Douglas St.
Lee's Summit, Missouri 64086
5. Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, and service, and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that is in the best interest of the District.
6. The terms of this bid shall remain in effect for at least one year from date of award. All prices **MUST** remain firm during that time period. The manufacturer warranty for the purchase shall commence after the bid is awarded to the winning bidder, 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. Prices shall be fixed with minimum adjustments allowed. If the bidder is awarded an agreement under this bid solicitation, the prices proposed by the bidder shall remain fixed for a period of one hundred eighty (180) days after the issuance of an initial purchase order or District Visa P-Card purchase, regardless of market conditions. After this period, the vendor may submit a price adjustments to the District based on a Manufacturer's Revised Published Price List. The request **MUST** contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer's notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District. It shall be understood that such price adjustments **shall not** exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.
11. In the event a replacement product is necessary due to product failure, Lee's Summit R7 School District will work directly with the manufacturer under the applicable warranty coverage. A standard five (5) year warranty is preferred for this equipment purchase.

12. 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.

SPECIFICATIONS

- Self-standing 6' wide shell
- Setup Height Range: minimum of 8'4" up to maximum of 15'2"
- Adjustable Canopy
- $\frac{3}{4}$ " honeycomb core
- Steel frame with swivel locking casters
- Laminate panels
- Lift mechanism for raising and lowering shell
- Fit through standard doorway
- Light natural color like oyster

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 interchangeably 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. **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 bid must be shown; a total for each item bid must be entered; and in case of error in extension, the unit price shall prevail.

4. Specifications are provided to identify the product required. Bids on alternate products will not be considered. Brochures and/or specifications must be submitted where applicable. Failure to meet the equipment specifications as listed may be sufficient cause for rejection of the Bid(s). Materials and/or services are to be supplied as specified. The District shall be the sole judge in awarding the bid(s) 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 drawings, specifications, schedule of delivery 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 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
9. Complete specifications of items in the bid must be enclosed with supplier's bid packet. The bidder shall be held strictly accountable for full compliance with the specifications. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document and each sample being substituted.
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 three (3) 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 state taxes, from which the District is exempt. The District's Federal Tax Identification Number is 44-6004933. The District's State of Missouri Tax Exemption Certificate number is 12585521.
13. Bidder understands and agrees that the District may increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier.
14. The District shall not be responsible for any goods delivered or services performed without an agreement and authorized by a representative of Lee's Summit West High School.
15. When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered, and/or work must be performed, on or before said date, or the agreement for the delinquent merchandise and/or work may be canceled and awarded to another bidder. In such case, the District shall have the right to buy such merchandise and have such work performed at market price for immediate delivery, and all excess costs shall be paid by the bidder whose merchandise and/or work was delinquent.
16. Provider (vendor) must have the ability to accept the Lee's Summit R-VII School District Visa purchasing card without passing on any additional fees to the District. Use of the District Visa Purchasing Card is the District's preferred method of payment and is used at the discretion of the District and not the provider (vendor). The vendor must provide bid prices for the items purchased with a Purchase Order and the bid prices for the items if the purchase is made using a District P-Card if these prices are different. These prices must be clearly labeled and the reason(s) notated as to the pricing difference. The decision how the purchase will be made and paid for will be made by the District.
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 and District Visa Purchasing Cards

1. **OFFER/ACCEPTANCE:** If the Purchase Order or Visa Purchasing Card order or other payment method refers to Vendor's bid, then the Purchase Order or Visa Purchasing Card order is an ACCEPTANCE of Vendor's OFFER TO SELL, as stated in Vendor's bid. If no bid is referenced, the Purchase Order or Visa Purchasing Card order is an OFFER TO BUY, 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 or Visa P-Card order shall be verified in writing, signed by an authorized representative of Lee's Summit R-VII School District, and acknowledged by the Vendor. Each shipment received or service performed shall be deemed to be only upon the terms contained in the Purchase Order or Visa P-Card 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 the Vendor agrees that Lee's Summit R-VII School District may return all or part of any shipment so made, and may charge the Vendor with any loss or expense sustained as a result of such failure to deliver as promised.
4. **NEW GOODS:** All equipment delivered against the Purchase Order or Visa P-Card order shall be newly manufactured and of the manufacturer's current model as specified in the Equipment Specifications List.
5. **QUALITY:** Lee's Summit R-VII School District shall be the sole judge in determining successful bidder(s) in regard to quality, price, and performance.
6. **INSPECTION:** Receipt of goods or services in response to the Purchase Order or Visa P-Card 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, the District may exercise any or all of its rights allowed by law or in equity, including those provided in the Uniform Commercial Code. The Vendor shall be responsible for inspection and replacement of all items damaged in shipment.

7. **WARRANTIES:** All goods covered by the Purchase Order are conveyed by the Vendor to the Lee's Summit R-VII School District subject to the warranties and buyer's remedies described in the Uniform Commercial Code. This shall include but not limited to the warranty of title and against infringement, the implied warranty of merchantability, and the implied warranty of fitness for particular purpose.
8. **TERMINATION:** In the event of the Vendor's failure to deliver as and when specifically promised, the Lee's Summit R-VII School District reserves the right to cancel the Purchase Order or request credit to the Visa P-Card order, or any part thereof, without prejudice to its other rights, and vendor agrees that the 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.
9. **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 merchandise at destination, whichever occurs later.
10. **TAXES:** Lee's Summit R-VII School District is exempt from Federal and State Taxes under the State of Missouri Tax Exemption Certificate #12585521.
11. **PRICES:** The Vendor agrees, if its bid is accepted by the 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, the Vendor's price shall be the lowest prevailing market price.
12. **PROMPT PAYMENT:** It is the Lee's Summit R-VII School District's policy to promptly pay vendors for goods and services it purchases. Payments are processed monthly and will be made on the basis of net 30 days after the equipment is received.
13. **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.
14. **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.
15. **MATERIAL SAFETY DATA SHEETS (MSDS)** shall accompany each shipment, when applicable.

16. **INDEMNIFICATION:** In the event any goods sold or 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.

17. **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 or Visa P-Card order shall be in the Lee's Summit R-VII School District, Lee's Summit, Missouri.

**Purchasing and Distribution Services
702 SE M291 Highway
Lee's Summit, Missouri 64063
(816) 986-2190**

email: Melissa.ross@lsr7.net

Purchase of Twelve (12) Acoustical Shells

Pricing Summary

Description	Included: Yes/No	Variance, if any
Self-standing 6' wide shell		
Setup Height Range: minimum of 8'4" up to maximum of 15'2"		
Adjustable Canopy		
¾" honeycomb core		
Steel frame with swivel locking casters		
Laminate panels		
Lift mechanism for raising and lowering shell		
Fit through standard doorway		
Light natural color like oyster, please specify		
Warranty Information (5 Years Preferred):		No. of Years:
Price for 12 Acoustical Shells \$ _____		
Liftgate Delivery Cost \$ _____		
Brand and Model Number Bid:		

Vendor

Authorized Representative (Print)

Date

Authorized Signature

Telephone:

Contact Email: