

RFP 2019-32 HVAC WATER TREATMENT AND
COOLING TOWER CLEANING PROGRAM



Lee's Summit R-7 School District
Purchasing and Distribution Services
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REQUEST FOR PROPOSAL FOR: HVAC WATER TREATMENT AND
COOLING TOWER CLEANING PROGRAM

RFP NO. 2019-32

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

PROPOSALS MUST BE RECEIVED BY 2:00 PM (CDT) ON THURSDAY, MARCH 28, 2019.

A pre-proposal conference will be conducted for all prospective bidders. This conference is scheduled for Monday, March 18th, 2019 at 2:00pm at the Lee's Summit R-7 School District Facilities Services Office, 502 SE Transport Drive, Lee's Summit, MO 64081.

The cutoff date for any written questions for this RFP is Thursday, March 21, 2019 at 12:00 PM (CDT).

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 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.**

_____ Company Name		_____ Authorized Person (Print)	
_____ Address		_____ Signature	
_____ City/State/Zip		_____ Title	
_____ Telephone #	_____ Fax #	_____ Date	_____ Tax ID #
_____ 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:

Bidder's Initials _____

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REQUEST FOR PROPOSAL #2019-32 FOR
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LEGAL NOTICE

The Lee's Summit R-7 School District is accepting proposals for HVAC Water Treatment and Cooling Tower Cleaning Program. Specifications, 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 before 12:00 PM on March 21st, 2019. Proposals must be uploaded to Publicpurchase.com no later than **2:00 PM on Thursday, March 28th, 2019**

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SCOPE: The Lee's Summit R-VII School District is soliciting proposals for HVAC Water Treatment and Cooling Tower Cleaning Program. The bid form in this RFP has multiple line item pricing per school. There are two Bid Price columns. The first Bid Price column is for District staff to obtain all the water samples for testing by the water treatment vendor. The second bid price column is for the vendor to collect all water samples at the school sites and perform testing. This contract will include but is not limited to:

COOLING WATER SYSTEM CLEANING & DISINFECTION OVERVIEW

Implement regular cleaning and disinfection program for cooling water systems that will reduce the risk of Legionnaires Disease and provide for a safe work environment.

HVAC WATER TREATMENT OVERVIEW

The water treatment program will include all boiler systems, all cooling towers, all hot water loops, and all chilled water loops. In addition, the water treatment program will include all chemical products, any required equipment, and professional consulting services to:

- Improve program safety and reduce program risk/liability.
- Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling, and microbiological growth, which create deposits on heat transfer surfaces.
- Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling, or microbiological activity.
- Provide professional, knowledgeable and involved sales/service personnel to ensure program success.
- Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justifications.
- Thoroughly train maintenance personnel on the implementation and control of the program.

Vendors are to use the bid format specified in Appendix A

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

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must be received in writing through the Public Purchase website no later than **March 21st** at 12:00 PM (CDT).

- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the District through the Public Purchase website. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.6 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 specifications and offeror's proposal on the written order of the District.
- 1.7 The District reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the District. The District may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.8 Respondents shall initial all pages where the proposal document denotes "RESPONDENT'S INITIALS: _____".

1.9 SELECTION PROCESS

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.

Step One: Evaluation of Proposals

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

- a. The firm's experience 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's project, and their experience with similar projects.
- c. Applicable resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project 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 6)
- d. Service level and response time.

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 bid shall remain in effect for one year from date of award with the possibility of 3 additional one-year renewal periods. All prices MUST remain firm during the first year time period. If after one year, successful bidder requires an increase, vendor must request the increase in writing within ninety (90) days of the anniversary date to the District's Purchasing Department. This contract shall commence on April 12th, 2019 unless otherwise stipulated on a specific order issued by the District. The agreement shall remain in effect through April 11th, 2020. The District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and vendor(s) for an additional one (1) year period, but not to exceed three (3) additional one (1) year periods, for a total of 4 years. Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.
- 2.3 Respondents 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 respondent is expected to make note on the bid form. The District reserves the right to determine the successful respondent and will make that decision based on the best interest of the District. (not needed for service)
- 2.4 Prices shall be fixed with minimum adjustments allowed. If the respondent is awarded an agreement under this RFP solicitation, the prices proposed by the respondent 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 respondent and/or to terminate the contract with the respondent based on such price adjustments.
- 2.5 The successful respondent(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.
- 2.6 **RFPs must be uploaded to Publicpurchase.com no later than 2:00 PM on Thursday, March 28th. 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.**
- 2.7 The Lee's Summit R-VII School District will review all proposal submissions with regards to pricing, product performance, and equipment features. The District plans to award the RFP within 30 days after the RFP opening.
- 2.8 Prevailing Wage: The wages for all work performed under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210.

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2.9 GOVERNMENT REGULATIONS

All chemicals proposed for use at our facility shall be verified as acceptable for use in the State of Missouri and must be approved by our facility staff. Chemicals used for water treatment must comply with all EPA, NC and DOT requirements, including packaging and labeling. The submitting vendor shall include MSD sheets and product bulletins/fact sheets with initial proposal for review.

It is our intent that all steam produced to be acceptable for use around food materials, thereby, requiring FDA approval for all boiler treatment chemicals, including oxygen scavengers, scale and corrosion inhibitors, and steam/condensate treatments.

All discharges into the sewerage system from cooling tower bleed-off, boiler blow down, or system draining must meet all standards of the local municipality, the State of Missouri, and any Federal regulations that apply.

2.10 PROGRAM GOALS

The water treatment program will provide scale, corrosion and biological protection for condenser water systems, cooling towers, chillers and chilled water systems, steam boilers, deaerator, steam/condensate lines, and closed hot water loops, while maximizing program safety, efficiency and performance.

2.11 VENDOR'S COMMITMENT

Vendor's chemical program and his/her consulting services are to produce clean heat transfer surfaces which are substantially free of scale, sludge, deposits, corrosion, pitting, and biological growth when treatment is administered in accordance with vendor's directions and recommendations.

2.12 MATERIAL COMPATIBILITY

The vendor shall ensure that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated when used in accordance with vendor's instructions. It is our responsibility to inform the vendor of all the materials contained in the system. The proposed chemical products must also be completely compatible with the existing chemical treatment program.

2.13 MONITORING AND CONTROL

The vendor will provide a comprehensive chemical testing program with written instructions and test procedures for all control tests. The vendor will provide a summary chart with frequency and time of day for each test.

2.14 FEED AND CONTROL EQUIPMENT

The District currently owns chemical feed and control equipment. The vendor will monitor and adjust our facility chemical feed or control equipment as required to assure reliable operation of our boiler and cooling systems. If equipment modifications, repairs or replacement are required, costs will be included in the Proposal.

2.15 ANNUAL REVIEW

The vendor must present a yearly review of the treatment program no later than ninety (90) days prior to the expiration of the contract. Vendor's representative shall meet at these times with the designated representatives of the School District to discuss all treatment programs, their effectiveness, and future objectives.

2.16 WATER CONSERVATION

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The vendor shall make an effort to maximize cycles of concentration in both boilers and cooling towers to minimize water, energy and chemical consumption.

2.17 VENDOR QUALIFICATION

The criteria listed below are considered mandatory to establish the responsibility and capability of firms to meet our requirements. Please provide sufficient information regarding each of the items below so we can thoroughly evaluate your firm's qualifications for our water treatment needs. You may include supporting literature and attachments.

2.18 VENDOR EXPERIENCE

The vendor must be a company primarily engaged in selling water treatment chemicals and services for boiler and cooling systems. In order to be considered, your firm must have been in business for a minimum of 10 years. The company must be focused on the development of new technologies.

2.19 REPRESENTATIVE EXPERIENCE

The vendor shall appoint one member of its company to represent the company in dealings with our District. The vendor representative shall be a full-time employee of the Vendor Company. Only this individual will represent the vendor regarding services for this contract, unless otherwise specifically authorized. List name, phone number, educational background, years of experience in water treatment industry, and years with the vendor for the appointed representative.

2.20 REFERENCES

Vendor shall submit a list of at least 5 customers in the surrounding area. Be sure to include the customer's name, address, contact name, and contact phone number. We reserve the right to contact customers so listed and to disqualify vendors not performing satisfactory service. These references should have systems similar in complexity and size to the R-7 School District.

2.21 SERVICE LEVEL AND RESPONSE TIME

The vendor representative must live within 2 hours driving distance (150 mi.) of our District. A representative shall visit the site a minimum of monthly. The representative must be available for calls on specific problems should they occur. The representatives shall be available to us on 24-hour notice, under emergency circumstances, and should be able to visit our site within four (4) hours after being notified.

2.22 PROGRAM ADMINISTRATION

Organization is key to a well-run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the vendor provide an Administration Notebook. At the very least, this notebook must contain an outline of the chemical program, all chemical control test procedures, Log Sheets, Product Bulletins, Material Safety Data Sheets, Feed and Control Equipment Specifications and Service Reports. Please provide a summary of how your firm administers and manages a water treatment program. Include a sample of your Administration Notebook and its contents.

2.23 CHEMICAL DELIVERY, STORAGE AND HANDLING REQUIREMENTS

Please outline your firm's program to handle chemical delivery and storage requirements. Include copies of your firm's training program for chemical delivery personnel as well as photos of storage and handling equipment. Please indicate where similar systems may be seen locally.

2.24 TRAINING

Please provide a summary of the training your firm can provide to our maintenance staff. This training should include how to monitor chemical program results, how to work safely with chemical products, and general training regarding boiler and cooling systems.

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2.25 HEALTH AND SAFETY

Your firm must provide Material Safety Data Sheets to ensure a safe work environment for our personnel and to comply with all state and federal laws concerning the handling of hazardous materials. We require that a Material Safety Data Sheet accompany all first time orders. Provide a summary of your Material Safety Data Sheet program; include your emergency phone number and a sample copy of your firm's Material Safety Data Sheet for a BIOCIDES you might use at our site. All vendor representatives MUST BE Safety Trained and Certified in all aspects of chemical handling associated with water treatment. Documentation must be provided to certify vendor representative training completion date, and follow-up on-going training.

2.26 TROUBLESHOOTING CAPABILITIES

The vendor must use laboratory services capable of performing a wide array of analytical work to facilitate monitoring, control, and trouble shooting of our systems. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, ion exchange resin analysis, analex cartridge analysis, fuel oil analysis, and metallurgical analysis. Include a sample analytical report for a corrosion coupon analysis, a deposit analysis and a microbiological from a local customer (no need to disclose customer name but location should be evident) as evidence of your firm's laboratory capabilities.

3.0 SPECIFICATIONS: See Appendix A - B

4.0 SCHEDULE OF RFP PROCESS AND PROJECT COMPLETION:

4.1 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	3/11/2019
Receive Proposals	3/28/2019
Review	3/29/2019
School Board	4/11/2019
Notice to Proceed	4/15/2019

4.2 Timeline of Contract Execution:

The District desires the execution of the contract to meet the following dates: Services need to begin after April 15th, 2019.

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PROPOSAL RANKING SHEET

SCORING RANGES

	30 Point Questions	20 Point Questions		
Outstanding	25 – 30	17 – 20		
Exceeds Expectations	19 – 24	13 – 16		
Satisfactory	13 – 18	9 – 12		
Below Satisfaction	0 – 12	0 – 8		

	Evaluation Criteria	Maximum Points	Score
1.	<p>Evidence of Experience & References with Similar Accounts (Ref & Exp)</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"> ● Familiarity and experience with similar projects. ● Consider the number of years of experience the firm/provider has. ● Consider the number of years the firm has been in business. ● Consider the references given by the firm/provider. 	30	_____
2.	<p>Applicable Resources (Personnel Qualifications)</p> <p>Evaluate the extent of applicable resources available to the provider to execute the contract:</p> <ul style="list-style-type: none"> ● Adequacy of proposed number of staff for the district’s supplemental staffing needs ● Consider experience of person(s) assigned to service the district’s contract. Is there at least 1 full-time employee representing the company in dealings with our District? ● Consider the qualifications of the supplemental staff proposed, including industry certifications. ● Service Level and Response Time: Rep at least 2 hours from our District and available to us on 24 hour notice. 	20	_____
3.	<p>Approach and Understanding of Scope</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"> ● Detailed approach is reasonable /responsive to District’s needs. ● Familiarity with project locations as evidenced by proposal. ● Identify/recognize critical or unique issues specific to the project. ● Provided literature outlining plan for implementation and training. 	30	_____
4.	<p>Cost</p> <p>Determination of cost and pricing data:</p> <ul style="list-style-type: none"> ● Consider the amount of time estimated for supplying staff and the fees associated with it. ● Consider whether all elements of pricing conform to the requirements of the RFP. ● Consider the variety of staffing offered. 	20	_____
Ranked By: _____		TOTAL POINTS (100)	_____

Bidder's Initials _____

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 and specifications 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:** As specified in requirements

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 - 6**
2. **Completed W9 and E-Verification Affidavit**
3. **Certificate of Insurance**
4. **References and Experience**
5. **Personnel Qualifications**
6. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**

E. Please list the name of your company and street 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.

FORM NO. 1: CONSULTANT PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
 - 1a. Firm / Provider is: _____National_____Regional ___Local
 - 1b. Year Firm / Provider Established:
Years of Experience providing HVAC/Water Treatment 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:
 - 1e. 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. 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: KEY OUTSIDE CONSULANTS

Each respondent must complete this form for all proposed sub-contractors.

SUBCONTRACTOR #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing HVAC/Water Treatment Services? _____

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #2

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing HVAC/Water Treatment Services? _____

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the districts project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the District's project. List no more than ten (10) total projects:

Client Name & Address:

Dates of Service:

Client Contact Person, Title & Telephone Number:

Estimated Cost for Entire Contract: \$

Scope of Entire Contract: (Please give quantitative indications wherever possible).

Nature of Firm's/Provider's responsibilities in contract: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/ Project Assignment) who worked on the stated project that shall be assigned to the District's project:

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and certified staff that shall be assigned to the District's HVAC and Water Treatment project:

- a. Name and Title:

- b. Assignment:

- c. Name of Firm with which associated:

- d. Years of Experience:
With this firm_____other firms_____

- e. Education: Degree(s) or Certification(s)/Year/Specialization:

- f. Current Registration(s):

- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Schedule and detailed approach is reasonable/responsive to District's needs
- Describe Services offered
- Identify any and all proven techniques used
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Proposed timeline for implementation of contract
- Proposed communication process

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:

Bidder's Initials _____

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.

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5. **SUBMISSION OF PROPOSALS.**

- 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.

RFP 2019-32 HVAC WATER TREATMENT AND
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- (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 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.

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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

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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.**

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- 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.
 - 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.

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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

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

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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
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.

RFP 2019-32 HVAC WATER TREATMENT AND COOLING TOWER CLEANING PROGRAM

W-9 FORM

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	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) 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.						
		Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
		Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
Part II Certification Under penalties of perjury, I certify that:						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.						
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.						
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:						
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.						
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.						

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)

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.

RFP 2019-32 HVAC WATER TREATMENT AND
COOLING TOWER CLEANING PROGRAM

APPENDIX A PROPOSAL PRICING

Provide pricing for District Wide treatment program. All labor cost shall be included in chemical bid price. Contract will be billed in 12 equal monthly installments.

Product Name	System	Product Type	Unit (gal, lbs)	Bid Qty.	Bid Price (LSR7 Taking Samples)	Bid Price (Vendor Taking Samples)
CLOSED LOOP SYSTEMS (Hot and Chilled Water)						
AQ Hot Water (DHU-1 Heat)	Closed Loop	Corrosion Inhibitor/Biocide				
BCMS Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
BCMS Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
HHE WSHP Loop	Closed Loop	Corrosion Inhibitor/Biocide				
LSHS Bldg. A Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSHS Bldg. A Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSHS FH Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSHS Field House Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSHS Bldg. B Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSHS Bldg. B Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSWHS Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
LSWHS Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
LFE Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				

Bidder's Initials _____

RFP 2019-32 HVAC WATER TREATMENT AND
COOLING TOWER CLEANING PROGRAM

Product Name	System	Product Type	Unit (gal, lbs)	Bid Qty.	Bid Price (LSR7 Taking Samples)	Bid Price (Vendor Taking Samples)
LFE Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
MIC Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
MIC Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
MLE Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
PLE Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
PLMS Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
PLMS Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
SLC Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
SLMS Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
SLMS Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
SPE Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
SVE Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
WVE Chilled Water	Closed Loop	Corrosion Inhibitor/Biocide				
WVE Hot Water	Closed Loop	Corrosion Inhibitor/Biocide				
WLE WSHP Loop	Closed Loop	Corrosion Inhibitor/Biocide				

RFP 2019-32 HVAC WATER TREATMENT AND
COOLING TOWER CLEANING PROGRAM

OPEN LOOP SYSTEMS

Product Name	System	Product Type	Unit (gal, lbs)	Bid Qty.	Bid Price (LSR7 Taking Samples)	Bid Price (Vendor Taking Samples)
BCMS Tower(s)	Cooling Tower	Scale Inhibitor				
BCMS Tower(s)	Cooling Tower	Corrosion Inhibitor				
BCMS Tower(s)	Cooling Tower	Biocide				
HHE (55) WSHP's Tower	Cooling Tower	Scale Inhibitor				
HHE (55) WSHP's Tower	Cooling Tower	Corrosion Inhibitor				
HHE (55) WSHP's Tower	Cooling Tower	Biocide				
LSNHS PH-1	Cooling Tower	Scale Inhibitor				
LSNHS PH-1	Cooling Tower	Corrosion Inhibitor				
LSNHS PH-1	Cooling Tower	Biocide				
LSNHS PH-2	Cooling Tower	Scale Inhibitor				
LSNHS PH-2	Cooling Tower	Corrosion Inhibitor				
LSNHS PH-2	Cooling Tower	Biocide				
LSNHS PH-3	Cooling Tower	Scale Inhibitor				
LSNHS PH-3	Cooling Tower	Corrosion Inhibitor				
LSNHS PH-3	Cooling Tower	Biocide				

Bidder's Initials _____

RFP 2019-32 HVAC WATER TREATMENT AND
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Product Name	System	Product Type	Unit (gal, lbs)	Bid Qty.	Bid Price (LSR7 Taking Samples)	Bid Price (Vendor Taking Samples)
LSWHS Tower(s)	Cooling Tower	Scale Inhibitor				
LSWHS Tower(s)	Cooling Tower	Corrosion Inhibitor				
LSWHS Tower(s)	Cooling Tower	Biocide				
WLE (55) WSHP's Tower	Cooling Tower	Scale Inhibitor				
WLE (55) WSHP's Tower	Cooling Tower	Corrosion Inhibitor				
WLE (55) WSHP's Tower	Cooling Tower	Biocide				
STEAM BOILER SYSTEMS						
LSHS Field House	Steam Boiler	Scale Inhibitor				
LSHS Field House	Steam Boiler	Corrosion Inhibitor				
LSHS Field House	Steam Boiler	Oxygen Scavenger				
WATER TREATMENT TOTALS						

Bidder's Initials _____

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COOLING WATER SYSTEM CLEANING & DISINFECTION					
Product Name	System	Product Type	Unit (gal, lbs)	Bid Qty.	Bid Price (LSR7 Taking Samples)
District Wide	Tower Clean	Oxidizing Biocide			
District Wide	Tower Clean	Biodispersant			
TOWER CLEANING TOTAL					

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**APPENDIX B SYSTEM
INFORMATION**

LSR7 CLOSED LOOP SYSTEMS (Hot and Chilled Water)				
School	System	Equipment	Capacity (Total)	System Gallons
Aquatic Center (AQ) 3498 SW Windemere Drive Lee's Summit, MO 64082	Hot Water (DHU-1 Heat)	RBI - DW1500	1500 MBH	400
Bernard Campbell Middle School (BCMS) 1201 NE Colbern Road Lee's Summit, MO 64086	Chilled Water	CH-10, CH-11, CH-3	560 Tons	4300
Bernard Campbell Middle School (BCMS) 1201 NE Colbern Road Lee's Summit, MO 64086	Hot Water	Boiler 7, Boiler 8	6000 MBH	3100
Hawthorn Hill Elementary School (HHE) 2801 SW Pryor Road Lee's Summit, MO 64082	WSHP Loop (w/HW Loop)	Boiler 1, Boiler 2	1600 MBH	1900
Lee's Summit High School Division 2 (LSHS Bldg. A) 400 SE Blue Parkway Lee's Summit, MO 64063	Chilled Water	CH-1	285 Tons	3900
Lee's Summit High School Division 2 (LSHS Bldg. A) 400 SE Blue Parkway Lee's Summit, MO 64063	Hot Water	Boiler 1, 2, 3	6000 MBH	2700
Lee's Summit High School Field House (LSHS FH) 400 SE Blue Parkway Lee's Summit, MO 64063	Chilled Water	CH-1	285 Tons	2000
Lee's Summit High School Field House (LSHS FH) 400 SE Blue Parkway Lee's Summit, MO 64063	Hot Water	Boiler 1, 2	10000 lbs/HR	1500
Lee's Summit High School Division 1 (LSHS Bldg. B) 400 SE 8 th Street Lee's Summit, MO 64063	Chilled Water	CH-1	285 Tons	3900
Lee's Summit High School Division 1 (LSHS Bldg. B) 400 SE 8 th Street Lee's Summit, MO 64063	Hot Water	Boiler 1, 2	6000 MBH	2300
Lee's Summit West High School (LSWHS) 2600 SW Ward Road Lee's Summit, MO 64082	Chilled Water	CH-1, CH-2, CH-3	918 Tons	7200
Lee's Summit West High School (LSWHS) 2600 SW Ward Road Lee's Summit, MO 64082	Hot Water	Boiler 1, 2, 3	17,573 MBH	6500
Longview Farm Elementary School (LFE) 1001 SW Longview Park Rd. Lee's Summit, MO 64081	Chilled Water	Chiller 1	261 Tons	2100
Longview Farm Elementary School (LFE) 1001 SW Longview Park Rd. Lee's Summit, MO 64081	Hot Water	Boiler 1, Boiler 2	4000 MBH	1500
Meadow Lane Elementary School (MLE) 1421 NE Independence Ave. Lee's Summit, MO 64063	Hot Water	Boiler 1, Boiler2	3450 MBH	1700

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School	System	Equipment	Capacity (Total)	System Gallons
Missouri Innovation Campus (MIC) 1101 NW Innovation Parkway Lee's Summit, MO, 64086	Chilled Water	Chiller 1	500 Tons	2100
Missouri Innovation Campus (MIC) 1101 NW Innovation Parkway Lee's Summit, MO, 64086	Hot Water	Boiler 1, Boiler 2, Boiler 3	6000 MBH	1200
Pleasant Lea Elementary School (PLE) 700 SW Persels Road Lee's Summit, MO 64081	Hot Water	Boiler 1, Boiler 2	2950 MBH	1800
Pleasant Lea Middle School (PLMS) 630 SW Persels Road Lee's Summit, MO 64081	Chilled Water	Chiller 1	200 Tons	3200
Pleasant Lea Middle School (PLMS) 630 SW Persels Road Lee's Summit, MO 64081	Hot Water	Boiler 1, Boiler 2	3766 MBH	2100
Stansberry Leadership Center (SLC) 301 NE Tudor Road Lee's Summit, MO 64086	Hot Water	Boiler 1, Boiler 2	1500 MBH	800
Summit Lakes Middle School (SLMS) 3500 SW Windemere Drive Lee's Summit, MO 64082	Chilled Water	Chiller 1, Chiller 2	279 Tons	4000
Summit Lakes Middle School (SLMS) 3500 SW Windemere Drive Lee's Summit, MO 64082	Hot Water	Boiler 1, Boiler 2	2800 MBH	2000
Summit Pointe Elementary School (SPE) 13100 E. 147 th Street Kansas City, MO 64149	Hot Water	Boiler 1, Boiler 2	2800 MBH	1300
Sunset Valley Elementary School (SVE) 1850 SE Ranson Road Lee's Summit, MO 64082	Hot Water	Boiler 1, Boiler 2	2800 MBH	1300
Westview Elementary School (WVE) 200 NW Ward Road Lee's Summit, MO 64063	Chilled Water	Chiller 1	130 Tons	2100
Westview Elementary School (WVE) 200 NW Ward Road Lee's Summit, MO 64063	Hot Water	Boiler 1, Boiler 2	3000 MBH	1300
Woodland Elementary School (WLE) 12709 S. Smart Road Lee's Summit, MO 64086	WSHP Loop (w/HW Loop)	Boiler 1, Boiler 2	1600 MBH	1900

Closed Loop Treatment Specifications:

1. Chemicals: Those necessary to treat the closed loop system for scale, corrosion, microbiological growth, and fouling.
 - a. Filters and/or strainers shall be inspected and serviced at manufactures recommended intervals or upon evidence of fouling.
 - b. Chemicals to inhibit corrosion and pitting in closed systems must be designed to function at high and low temperature ranges.
2. Corrosion Inhibitor: The bidder shall furnish the chemicals necessary to achieve the following:
 - a. Maximum Corrosion rate of 0.2 mils per year (mild steel) and 0.1 mils per year on yellow metals.
 - b. Iron and suspended solids dispersion
 - c. Produce no foam

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- d. pH control: 8.5 - 10.0
- e. Buffering to prevent pH swings

Note: The above inhibitor must be a single product that is blended to provide all specified protections. This will ease in the feed of the product. Product shall be buffered and include inhibitors for protection of both ferrous and non-ferrous metals.

- 3. Biocides: Used to prevent the growth of microbiological contamination in the loop.

OPEN LOOP SYSTEMS (Towers/Evaporative Condensers)					
School	System Type	Equipment	Capacity (Total)	Tower Loop GPM	Equipment/Notes
Bernard Campbell Middle School (BCMS) 1201 NE Colbern Road Lee's Summit, MO 64086	Tower(s)	N Tower, S Tower	400 Tons	1350	Trane Chillers (400 Tons Total)
Hawthorn Hill Elementary School (HHE (55) WSHP's) 2801 SW Pryor Road Lee's Summit, MO 64082	Tower	Tower 1	124 Tons (System)	340	Evapco Tower
Lee's Summit North High School (LSNHS PH-1) (East & West AHU's) 901 NE Douglas Lee's Summit, MO 64086	Evaporative Condenser		375 Tons	NA	Mammoth Evap. Condensers
Lee's Summit North High School (LSNHS PH-2) (Theater & Music AHU's) 901 NE Douglas Lee's Summit, MO 64086	Evaporative Condenser		224 Tons	NA	Mammoth Evap. Condensers
Lee's Summit North High School (LSNHS PH-3)(3 Gyms AHU's) 901 NE Douglas Lee's Summit, MO 64086	Evaporative Condenser		224 Tons	NA	Mammoth Evap. Condensers
Lee's Summit West High School (LSWHS) 2600 SW Ward Road Lee's Summit, MO 64081	Tower(s)	Tower 1, Tower 2	918 Tons	2755	(2) BAC Towers - 800 Tons Each
Woodland Elementary School (WLE (55) WSHP's) 12709 S. Smart Road Lee's Summit, MO 64086	Tower	Tower 1	124 Tons (System)	340	Evapco Tower

Cooling Tower Water Treatment Specifications:

1. Chemicals: Those necessary to treat the cooling tower/condenser water system for scale, corrosion, microbiological growth, and fouling. Chemicals must be compatible with present treatment program.
 - a. Scale and corrosion Inhibitor(s): Treatment chemical shall be a liquid non-chromate, non-polluting program that is capable of copper corrosion inhibition and biodispersion.
 - b. Biocides: To prevent algae and microbiological growth in the tower and the condenser system to maintain a total aerobic microorganism level below 10,000 cfu/ml.
 - c. Foam control: Foam control is required as a preventative measure. The anti-foam will consist of
 - i. Fast-acting liquid blend of surface active agents that will control and prevent foaming.
 - ii. Acid is not recommended. Recommending acid requires firm justification be included with your submittal.
2. Execution - The requirements of the District's service program are described below:
 - Effective implementation of the water treatment program.

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- Operators will understand the purpose and use of the water treatment products and their contribution of the program.
- Potential water-related problems can be recognized and corrected before they become operating problems.
- Plant management will be made aware of the effectiveness of the water treatment program.
- Maintain tower cooling water to the manufacturer's specifications by monitoring and maintenance activities.
- Check pH and conductivity. Significant variation from normal may indicate malfunctions or changed conditions requiring further investigation and/or chemical feed rate adjustment
- Inspect the system, checking for proper equipment functions and physical evidence of corrosion or fouling.
- Perform chemical testing on cooling system water to check water quality and report results and recommendations.
- Check conditioning chemical dosages and adjust feed rates.
- Provide a liquid blend of organic and inorganic chemicals for Cooling Tower Systems to prevent calcium carbonate and calcium sulfate scale and maintain dispersancy of silt, sand, airborne dirt and prevent corrosion.
- Maintain the prescribed dosages of sequestrants and antifoulants
- Control corrosion with inhibitors
- Corrosion coupon analysis will be performed. At the time of program transition, coupons will be rotated every 30-days for three months, thereafter a 90-day rotation is acceptable. All costs to run coupon corrosion analysis will be borne of supplier.
- Use automatic control of bleed-off and chemical feed for biocides at the recommended dosages and intervals for consistent results.
- Proper bleed-off and chemical control
- Establish the optimum bleed rate for the system
- Inspect tower fill and distribution decks

Regular service visits, by a qualified service representative, must be performed minimally once per month. During every regular service visit, the service representative will:

- Review monthly plant test records since last service call with management personnel.
- Review progress of the current treatment program(s) with management personnel.
- Discuss in depth any operating or water related questions or problems since the last service call with management personnel.

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- Run on-the-spot water analysis of pertinent samples from all treated systems.
- Submit a complete written report of all findings and recommendations to designated management and operating personnel.
- All testing and chemical analysis costs are to be borne by vendor.

STEAM BOILER SYSTEMS			
School	System	Equipment	Capacities(Total)
Lee's Summit High School (LSHS Field House) 400 SE Blue Parkway Lee's Summit, MO 64063	Steam Boiler (1)	Fulton 1CX-15	518 lbs/hr Total

Steam Boiler Water Treatment Specifications:

1. Chemicals: Those necessary to treat the associated systems:
 - a. Feed water treatment
 - i. Dissolved oxygen tests combined with physical inspection to ensure proper operation.
 - ii. Product to remove dissolved oxygen from the boiler and prevent oxygen corrosion in the boilers, feed lines, and economizers of low and medium pressure boilers.
 - b. Boiler water treatment
 - i. Product shall be comprised of a blend including but not limited to alkalinity boosters, sludge conditioners, dispersants, and polymers.
 - ii. Product to be custom blended based upon city makeup quality. Product shall provide sufficient alkalinity for softening, pH adjustment, and the prevention silica deposition. Product shall also include crystalline modifiers for scale inhibition and provide online cleaning for existing scale deposits.
 - c. Condensate line treatment
 - i. Product shall be comprised of a blend of neutralizing amines used to neutralize the corrosion potential of carobdioxide and water (carbonic acid) commonly formed in condensate return systems.
 - ii. Product to be custom blended based upon the amine distribution ratios to provide protection to all sections of the condensate return system.
 - iii. Product to be compatible with other boiler water treatment compounds and be able to maintain a pH value of 7.5 to 8.5throughout the system.

COOLING WATER SYSTEM CLEANING & DISINFECTION

Cooling Water System Cleaning & Disinfection Specifications:

1. Chemicals: Those necessary to clean and disinfect the cooling tower systems as follows
 - a. Disinfection for the destruction of dislodged biofilms and pathogens
 - b. Mechanical Cleaning for surface sanitation and removal of deposits