



Purchasing and Distribution Services
702 SE M291 Highway
Lee's Summit, Missouri 64063
(816) 986-2190
Email: christa.battaglia@lsr7.net

INVITATION TO BID

DATE: July 29, 2019
FOR: ACT Preparation Services & Materials
BID#: 2020-01
DATE OF OPENING: August 7, 2019
TIME OF OPENING: 3:00 PM, CST

THE UNDERSIGNED HEREBY:

1. Agrees to deliver the services specified herein in accordance with the terms, conditions specifications and prices set forth.
2. Certifies that he/she is an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

BIDS MUST BE SIGNED IN INK

Name of Vendor

Authorized Representative (Print)

Street Address

Authorized Signature

City

State, Zip Code

Telephone

Contact Email

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Public Purchase E-bidding Website.

SPECIAL INSTRUCTIONS

1. Purpose of Bid: The Lee's Summit R-VII School District desires to solicit bids for a yearly contract relating to the Purchase ACT Preparation Services & Materials for Lee's Summit High School, per specifications provided.
2. All bids shall be quoted per prep manual, practice manual, practice test and diagnostic exam, and instructors trained, unless otherwise specified. All services will be performed in accordance with District and Industry Standards. See Price sheet for specifications and schedule of work to be completed.
3. Primary Service Location is the 400 SE Blue Parkway, Lee's Summit, MO 64063.
4. All bids shall include:

Daily Class:

- Online, adaptive diagnostic exam
- Online, adaptive lessons for English, Math, Science, and Reading content areas
- Online, final exam with ability to receive scores within 3 days
- Lessons to span 16 weeks of instruction at 50 minutes per day
- Ability to serve 100 students across 2 semesters
- Serves students at the junior and senior level
- Training provided for 1 instructor

Evening Class:

- Online or paper-based diagnostic exam, with ability to receive scores within 3 days
- Lessons for English, Math, Science, and Reading content areas
- Lessons to span approximately 25 total instructional hours
- Ability to serve students at the sophomore, junior, and senior level
- Ability to serve approximately 50 students
- Online or paper-based final exam, with ability to receive scores within 3 days
- Training provided for 1-4 instructors

5. Service Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII Board of Education and adhere to all applicable purchasing policies. Service Agreements will be awarded to the lowest responsible bidder who meets all of the qualifications for quality, price, terms of bid, service and is determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that appears to be in the best interest of the District.
6. The terms of this bid shall remain in effect for one year from date of award with the possibility of two (2) 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 August 9, 2019, unless otherwise stipulated on a specific order issued by the District. The agreement shall remain in effect through August 8, 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 two (2) additional one (1) year periods, for a total of three (3) years. Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.

If the Vendor requests an increase in compensation for any renewal period, the Vendor shall notify the Purchasing Department no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Purchasing Department of increased costs incurred by the Vendor for any element of the bid for which an increase is requested. **The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases.** It shall be understood that such price adjustments **shall not** exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

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

13. The successful bidder shall provide services as stated on each service request. All work shall be made in accordance with good commercial practice and shall be adhered to by the successful bidder(s); except in such cases where the service will be delayed due to acts of God, employee strikes, or other causes beyond the control of the bidder. In these cases, the successful bidder shall notify the District of the delays in advance of the service date so that a revised service date can be requested.

GENERAL INVITATION TO BID INSTRUCTIONS

1. These General Terms, Conditions and Instructions apply to all proposals made to Lee's Summit R-VII School District (herein after referred to as "District") by each prospective vendor (herein after referred to as "Bidder") in response to District solicitations including, but not limited to, Invitations to Bids, Requests for Proposals and Requests for Quotes. As such, the words "Bid" and "Proposal" are used inter-changeably in reference to any and all offers submitted by prospective vendors.
2. **Public Purchase:** It is the responsibility of the bidder to ensure that the bid is uploaded to the District's e-Procurement site, Public Purchase, prior to the time indicated in the "Invitation to Bid". Only questions posted through the e-Procurement site will be answered and posted for all interested bidders to see. Telephone quotes will not be accepted when competitive sealed bids are solicited. In addition, only bids upload to the District's Public Purchase site, will be accepted. Late bids will not be allowed by the Public Purchase site.
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 the Lee's Summit Facilities Department.

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. Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of bid, the District will contact the successful bidder and make it aware of the interest by another agency (if any). The successful bidder and the interested agency will then be able to design the successful bid around their parameters, i.e., delivery locations, products, etc.
17. 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.
18. 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 Mastercard 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 Mastercard 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.

17. INSURANCE:

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

a. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence: \$ 1,000,000

Personal & Advertising Injury: \$ 1,000,000

Products/Completed Operations Aggregate: \$ 1,000,000

General Aggregate: \$ 2,000,000

Policy must include the following conditions:

Contractual Liability

Products/Completed Operations

Personal/Advertising Injury

Independent Contractors

Additional Insured: Lee's Summit R-7 School District

b. AUTOMOBILE LIABILITY

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

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

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

c. WORKERS' COMPENSATION

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$ 100,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 100,000 Each Employee

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

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

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

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

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

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

18. INVOICING AND PAYMENTS:

a. Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Business Services.

Invoices shall contain the following information: contract number, item number, description of services, unit prices, and extended totals.

- b. Payment schedule is negotiable.

Price Sheet

Description	Qty	Unit Price	Total Price
ACT Prep Course – Online, Adaptive Lessons for English, Math, Science and Reading, (2 Semesters-long, daily) Serves Junior & Senior Students Includes 2 Online Adaptive Diagnostic Exams, Scores returned within 3 days			
ACT Prep Student - Online	100	\$	\$
ACT Prep Teacher - Online	1	\$	\$
ACT Prep Course – Online or Paper-Based Lessons for English, Math, Science and Reading (6-week Evening Prep Course, approx. 25 instructional hours) Serves Sophomore, Junior & Senior Students Includes 2 Online or Paper-Based Diagnostic Exams, Scores returned within 3 days			
ACT Prep Student Manual	50	\$	\$
ACT Prep Teacher Manual	4	\$	\$
Exams – Scores returned within 3 days			
Online, Adaptive Diagnostic Exam for Students outside of Prep Program (Fall)	450	\$	\$
Total for Materials & Exams			\$

Description	Qty	Unit Price	Total Price
Training			
Training for Teachers to deliver instruction regarding the ACT Prep	5	\$	\$
Grand total for Materials, Training and Exam Scoring			\$

Bid Page

Bidder 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's Purchasing Coordinator or designated representative.

1. ACCEPTANCE OF BID BY THE DISTRICT: The District shall have a minimum of 120 calendar days from the date of the opening to accept the bidder's offer.
2. District standard payment terms are Net 30 after receipt of invoice.

State any discount offered: _____

3. Response time/delivery: Per Specifications of Bid.

Vendor

Authorized Representative (Print)

Date

Authorized Signature

Telephone

Contact Email

REFERENCES AND EXPERIENCE

A Minimum of 5 years experience is required of the successful bidder in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation of the bid.

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

List references showing contracts held by your company, providing the same services for other school districts, government agencies and/or private companies.

Company Name & Address	Contact Name & Phone Number/Email	Dates of Service	Describe Services Provided

PERSONNEL QUALIFICATIONS

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

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

Name: _____ Number of Years: _____

Type of Experience: _____

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

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Verification Affidavit for Selected Respondent to Complete:



Lee's Summit R-VII School District
301 NE Tudor Road
Lee's Summit, Missouri 64086
(816) 986-1000 • FAX (816) 986-1168
Business Services

As a condition for any service provided to the Lee's Summit R-VII School District, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract services. [RSMO 285.530 (2)]. The completed affidavit must be returned as part of the contract documentation or mailed to Lee's Summit R-VII School District, Attn: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086.

This affidavit affirms that _____ (Company Name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and _____ (Company Name) does not knowingly employ any person who is unauthorized alien in conjunction with the contracted services.

Name (Please Print) of registered agent, legal representative or corporate officer

Title

Signature of registered agent, legal representative or corporate officer

Subscribed and sworn to before me this _____ of _____. I am commissioned as
(DAY) (MONTH, YEAR)

a notary public within the County of _____, State of _____, and my commission
(NAME OF COUNTY) (NAME OF STATE)

expires on _____.
(DATE)

Signature of Notary

Date

Failure to respond will cause payments due to you to be held until affidavit is received. Once the affidavit is received, payments will be released.