



THE SCHOOL DISTRICT OF SPRINGFIELD R-12
PURCHASING DEPARTMENT
1458 E. CHESTNUT EXPRESSWAY
SPRINGFIELD, MO 65802

Interoffice Use Only	

Invitation For Bid No.: S19B-0063	Issue Date: April 16, 2019	Title: Moving Services
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Bids Must Be Received By The Purchasing
 Department At The Above Address No Later
 Than:

May 2, 2019 2:00 P.M.

All inquiries for information should be emailed to
 the following individual:

Kara Daniel
kmdaniel@spsmail.org

Sealed bids should be submitted to the Purchasing
 Department at the above address.

Bids and Amendment(s), if any, are to be returned to the address listed above and are to be enclosed in a sealed envelope plainly labeled with the above title name and number, along with the due date, on the lower left hand corner of the envelope or package. Faxed bids will not be accepted. **No Exceptions!**

In compliance with this Invitation for Bid (IFB), the bidder declares understanding and agrees to provide the items and/or services, in accordance with the terms and conditions, specifications, and requirements as stated herein and as modified by any issued amendments. The bidder also agrees that upon receipt of an official Purchase Order issued by District's Purchasing Department and signed by the Director of Purchasing, a binding contract shall exist between the bidder and the District. Payment will occur no sooner than 30 days after receipt and acceptance of items and/or services or receipt of correct invoice whichever is later.

Company Name:	
Mailing Address:	
City, State, Zip:	
Phone Number:	Fax Number:
Contact Person:	Title:
Web Address:	Email Address:

Authorized Signature of Official

Date

Printed Name of Official

Title

TERMS AND CONDITIONS

1 TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a) **District** means the School District of Springfield R-12.
- b) **Amendment** means a written, official modification to an IFB or to a contract.
- c) **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d) **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e) **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f) **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- g) **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h) **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i) **Invitation for Bid (IFB)** means the solicitation document issued by the Purchasing Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j) **Pricing Page(s)** applies to the form(s) on which the bidder must state price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.

2 OPEN COMPETITION

- a) It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the District if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Purchasing Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least five (5) calendar days prior to the official bid opening date.
- b) The Buyer or the person identified in the IFB as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a IFB shall refer to the appropriate IFB number, page, and paragraph. Do not place the IFB number on the outside of the envelope containing the inquiry since it may then be identified as a bid and not be opened until after the IFB due date and time.
- c) 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 IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than five (5) calendar days prior to the IFB opening date may not be answered.
- d) Bidders are cautioned that the only official position of the District is that which is issued by the Purchasing Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- e) The Purchasing Department reserves the right to officially amend or cancel an IFB after issuance.

3 PREPARATION OF BIDS

- a) Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b) Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c) Unless otherwise specifically stated in the IFB, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirements are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d) Bids lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e) All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f) Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- g) Prices offered shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- h) **Exceptions to Terms and Conditions:** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Vendor clearly identifies the specific paragraphs of the IFB where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Buyer in a written statement. The Vendor's preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1) An Offer that takes exception to a material requirement of any part of the IFB, including terms and conditions, shall be rejected.
 - 2) All exceptions that are contained in the bid may result in rejection of the bidders Offer.
- i) **Subcontracts:** Vendor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- j) **Cost of Offer Preparation:** The District will not reimburse any Vendor the cost of responding to a IFB.
- k) **Solicitation Amendments/Addenda:** Unless otherwise stated in the IFB, each Solicitation Amendments or Addenda shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendments or Addenda shall result in rejection of the Offer.
- l) **Disclosure:** If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local

government, or if any such preclusion from participation from any public procurement activity is currently pending, the Vendor must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Vendor shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

4 SUBMISSION OF BIDS

- a) The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- b) A bid which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- c) A bid which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- d) Bidders submitting a bid to Purchasing Department must sign and return the IFB cover page and each Solicitation Amendments or Addenda in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

5 BID OPENING

- a) Bid openings are public on the opening date and at the opening time specified on the IFB document. The Purchasing Department will read aloud bidders name and pricing information. A bid tabulation will be prepared within a reasonable time and be available upon request. The Purchasing Department generally will not provide prices or other bid information via the telephone.
- b) It is the bidder's responsibility to ensure that the bid is received by the Purchasing Department by the official opening date and time.
- c) Bids which are not received by the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances as determined by the Purchasing Department.

6 PREFERENCES

- a) By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

7 EVALUATION/AWARD

- a) Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award.
- b) Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Purchasing Department to be in the best interest of the District.
- c) Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d) Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest responsible bid, considering price and responsibility of the bidder
- e) In the event all bidders fail to meet the same mandatory requirement in an IFB, the Purchasing Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Purchasing Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f) The Purchasing Department reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a re-bid, the Purchasing Department may negotiate for the required supplies and/or service.
- g) When evaluating a bid, the Purchasing Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h) Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i) Any award of a contract shall be made by notification from the Purchasing Department to the successful bidder. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the District.
- j) All bids and associated documentation which are submitted on or before the official opening date and time will be considered open records following the official opening of bids.
- k) The Purchasing Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l) Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- m) The Offer of a Vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- n) Final acceptance will be contingent upon the approval of The School District of Springfield R-12 Board of Education.

8 CONTRACT/PURCHASE ORDER

- a) By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b) A binding contract shall consist of: (1) the IFB, amendments thereto, (2) clarification of bid, if any, and (3) Purchasing Department acceptance of the bid by "notice of award" or by "purchase order."
- c) A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

9 INVOICING AND PAYMENT

- a) The District does not pay state or federal taxes unless otherwise required under law or regulation.
- b) Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c) The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Purchasing Department.
- d) Payment for all equipment, supplies, and/or services required herein shall be made at a minimum 30 day terms. The District shall not make any advance deposits.
- e) The District assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the District's rejection and shall be returned at the contractor's expense.

10 DELIVERY

- a) Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11 INSPECTION AND ACCEPTANCE

- a) No equipment, supplies, and/or services received by the District pursuant to a contract shall be deemed accepted until the District has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b) All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c) The District reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d) The District's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the District may have.

12 WARRANTY

- a) The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Purchasing Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b) Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of or payment for said equipment, supplies, and/or services.

13 CONTRACTUAL REMEDIES

- a) If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- b) Stop Work Order:
 - 1) The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- c) The rights and the remedies of the District under this Contract are not exclusive.
- d) Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e) The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or damages assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

14 CONTRACT TERMINATION

- a) The District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with

respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- b) The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- c) The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- d) In the event of material breach of the contractual obligations by the contractor, the Purchasing Department may cancel the contract. At its sole discretion, the Purchasing Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Purchasing Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- e) If the contractor fails to cure the breach or if circumstances demand immediate action, the Purchasing Department will issue a notice of cancellation terminating the contract immediately.
- f) If the Purchasing Department cancels the contract for breach, the Purchasing Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Purchasing Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- g) The contractor understands and agrees that funds required to fund the contract must be appropriated by the Board of Education for each fiscal year included within the contract period. The contract shall not be binding upon the District for any period in which funds have not been appropriated, and the District shall not be liable for any costs associated with termination caused by lack of appropriations.

15 GOVERNING LAW AND VENUE

- a) This contract shall be governed by Missouri law. The validity, construction, and effect of this contract and any claims arising under it shall also be governed by Missouri law. Any provision of this contract prohibited by Missouri law shall be deemed void and of no effect. Litigation arising out of or relating in any way to this contract or the performance there under shall be brought in a court located in Greene County, Missouri.

16 INDEMNIFICATION

- a) CONTRACTOR shall indemnify, defend, and hold harmless the Springfield R12 School District, its agents, board members, directors, officers, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of the Work caused by the negligent or wrongful acts or omissions of CONTRACTOR, any Subcontractor, any Supplier, or anyone for whose acts or omissions any of them may be liable. In cases of concurring fault, each party shall bear its share of the loss.
- b) In any and all claims against the Springfield R12 School District or any of its agents, board members, directors, officers, and employees, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts. Nothing contained herein shall be considered a waiver of the defenses of sovereign immunity, official immunity, or the public duty doctrine.
- c) This indemnification agreement shall survive termination or expiration of the Contract Documents.

17 COMMUNICATIONS AND NOTICES

- a) Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18 BANKRUPTCY OR INSOLVENCY

- a) Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b) Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19 CONFLICT OF INTEREST

- a) By submitting a bid, the contractor acknowledges that no employee of the District is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or any of the monies to be derived therefrom.

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of services specified herein in accordance with the requirements and provisions stated herein.
- 1.1.2 Bids will be considered only from authorized contractors who are normally engaged in moving services. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the District.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the School District of Springfield R-12 (District) Purchasing Department acceptance of the response (bid) by purchase order or "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the District does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the District, the contractor must receive a properly authorized purchase order.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the District Purchasing Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The contract period shall commence on the date of award. Prices and discounts shall remain firm for this period and shall include all freight and handling charges.

2.3 Termination:

- 2.3.1 The District Purchasing Department reserves the right to terminate the contract at any time, for the convenience of the District, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the District pursuant to the contract prior to the effective date of termination.

2.4 Price:

2.4.1 All prices shall be as indicated on the Pricing Page. The District shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.5 Prices Must Be Lowest:

2.5.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.5.2 NOTICE: The District reserves the right to consider cooperative contracts, federal, state, municipal, etc., during the evaluation process. The District may utilize a cooperative contract in lieu of making an award, if in the District's best interest.

2.6 Payment Terms:

2.6.1 Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the District's remittance to enable the contractor to properly apply District payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.6.2 All payment terms shall be as stated in the Terms and Conditions of the contract unless otherwise addressed in the IFB, or mutually agreed to by the District and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB.

2.7 Contractor Liability:

2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the District, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the District, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.7.2 By signing and submitting a bid the contractor agrees the District will not be responsible for any liability incurred by the contractor or the contractor's employees.

2.7.3

2.7.4 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the District, including its agencies, employees, and assignees.

2.7.5 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the District for losses or damages (other than those listed above); (2) loss of, or damage to, the District's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8 Contractor Status:

2.8.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of

the District. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the District, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.9 Coordination:

2.9.1 The contractor shall fully coordinate all contract activities with those activities of the District. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the District or the Purchasing Department throughout the effective period of the contract.

2.10 Estimated Quantities:

2.10.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The District makes no guarantees about single order quantities or total aggregate order quantities.

2.11 Insurance:

2.11.1 The contractor shall understand and agree that the District cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the District, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the District as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the District is protected as an additional insured.

2.12 Contractor's Personnel:

2.12.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws.

2.12.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the District has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the District shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the District.

2.12.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.12.4 Contractor's personnel will be subject to background screenings at the successful bidder's own expense.

2.12.5 Contractor's personnel must conduct themselves in a safe and courteous manner at all times.

2.12.6 Contractor's personnel must wear clothing with an identifiable logo representing their firm.

2.13 Subcontractors:

2.13.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the District and to ensure that the District is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the District and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the District prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.14 The District reserves the right to set the resulting contract up with a primary vendor and a secondary vendor. In the case the primary cannot perform services as needed the District reserves the right to contact the next lowest responsive and responsible bidder for services. All contract terms, conditions, requirements, and expectations will apply to both the primary and secondary contractors.

3. TECHNICAL SPECIFICATIONS

3.1 General:

3.1.1 The contractor shall provide all services specified herein on an as directed by the District. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of all items stated herein.

4. BIDDERS' INSTRUCTIONS

4.1 Contact:

4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least seven (7) calendar days prior to the official bid opening date.

4.2 Prices:

4.2.1 The bidder shall submit firm fixed prices for all items on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the move. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

4.3 Cost Evaluation:

4.3.1 The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall include all mandatory requirements. However, the District reserves the right to evaluate optional items, if deemed necessary.

4.4 Unit of Measure:

- 4.4.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.
- 4.4.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the District reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the District.

4.5 Description of Product:

- 4.5.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.6 Preprinted Marketing Materials:

- 4.6.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the District.

4.7 Bid Detail Requirements and Deviations:

- 4.7.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the District as to its acceptability and impact on competition.
- 4.7.2 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.8 Determination for Award:

- 4.8.1 The award shall be made to the lowest priced responsive bidder or bidders.
- 4.8.2 Other Considerations: The District reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the District reserves the right to clarify any and all portions of any bidder's offer.

4.9 Business Compliance:

4.9.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the District Purchasing Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.10 Compliance with Terms and Conditions:

4.10.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Districts terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

5. SCOPE OF WORK

5.1 Background:

5.1.1 On April 2, 2019 voters approved a bond issue for the District to improve area schools. This contract will assist the District for moves following the passage of the bond. It is the intent of this bid to establish a term contract for moving services on an as needed, if/when needed basis throughout the term of the contract.

5.2 Work Plan:

5.2.1 The successful bidder will be required to work with the District on a work/moving plan for each move/relocation. Each work plan must be in accordance with the pricing established in the contract resulting from this IFB. The work/moving plan must be flexible to allow last minute moving changes/decisions. At a minimum the work plan must include specified times and dates of them move, any special instructions, and other details as they relate to the move.

5.3 Project Locations:

5.3.1 District moves will happen in phases during the life of the agreement. The District desires the first move to be scheduled at the end of May. The first move will involve Delaware Elementary School being relocated to Old Sherwood. The District anticipates the next move being six (6) SPED classrooms to be relocated to Horace Mann and then moving those six (6) classrooms to Old Sherwood at the end of Explore (our summer school) in early August.

5.4 Start and Completion Date:

5.4.1 The District will provide the successful bidder with desired dates in the work plan. The timeframe for moving is strict and must be complied with. Failure to adhere to the District's schedule will result in termination of the contract.

5.5 Pre-bid Meeting and Site Inspection:

5.5.1 Potential bidders are strongly encouraged to attend the pre-bid meeting and site inspection. Bidders who do not attend and submit a bid response will be doing so at their own risk. Due to the timeline of this bid this will be the only time District staff will be available to conduct a site visit.

5.5.2 The pre-bid meeting and site inspection will take place on: **Thursday, April 25, 2019 at 11:00 am at Delaware Elementary School 1505 South Delaware Ave. Springfield, MO 65804.**

5.6 Specific Service Requirements:

5.6.1 For the purpose of this IFB moving services are include but not be limited to the following:

- The successful bidder must work with the District and comply with the schedule as agreed upon in the work plan and as directed by District Staff.
- During moves the District expects a minimum of three (3) movers along with a large moving truck daily.
- The successful bidder must provide a capable supervisor/team leader, authorized to make decisions, as point of contact through the duration of the contract. At a minimum a cell phone number and email must be provided to District staff.
- Correspondence and questions from the District to the successful bidder must be addressed immediately.
- Moving services will include, moving of boxes, school equipment and supplies, furniture, light and heavy equipment (including kitchen equipment), various supplies, and other miscellaneous items to the new location(s).
- Each site's items to be moved/relocated will vary. The District anticipates the following items to be moved include but are not limited to the following:
 - Special education equipment including chairs, indoor trampolines, etc.
 - Desks
 - Chairs
 - Bookcases and books
 - File cabinets
 - Computer hardware
 - Packed boxes
 - Coat racks
 - Tables of various sizes
 - Sofa
 - Carts
 - Misc. office equipment
 - Printers, fax machines, laminators, etc.
 - Storage cabinets
 - Kitchen equipment
 - Refrigerators
 - Microwaves and microwave carts
 - File Room equipment
 - Safes
 - Televisions

- Musical instruments, small instruments, keyboards, pianos, etc.
- Cafeteria Tables
- P.E. equipment, tumbling mats, hoola hoops, etc.
- Rugs
- Lockers
- As directed by the District disassembly and reassembly may be required.
- The successful bidder will provide all labor, materials for operations, fleet, vehicles, equipment, at each location as directed by the District. This includes but is not limited to forklifts, dollies, blankets, pads, protective coverings/wrappings, carts, etc. any necessary equipment to perform the services required herein.
- If/when an issue arises or items are damaged District staff must be notified immediately.
- The successful bidder must take every precaution necessary to ensure District items and property is not damaged in anyway. The successful bidder will be responsible for any damages.
- The District will pack and label all boxes. The District will label all furniture and equipment to be moved.
- The Contractor will assume the responsibility and must comply with all federal, state, and local rules/laws. The Contractor will assume the responsibility of applying for any and all necessary permits, insurance, etc. for these services.
- The contractor is expected to follow all applicable codes and standards (OSHA, ANSI, EPA, Right to Know, Blood-Borne Pathogens, etc.). Student, staff and visitor safety must be maintained at all times.
- All Contractors (including Subcontractors if approved by the District) shall follow the requirements set forth by the Occupational Safety and Health Act of 1970. All Contractors shall equip their workmen with that protective gear and y any equipment protective devices as set forth by this law. All Contractors shall be responsible to see that their workmen use these measures and the Contractor shall make daily checks to see that this law is being followed. Any fines imposed by the Occupational Safety and Health Commission due to failure of a Contractor to follow the law will be paid by the Contractor involved.
- The District desires working hours to be Monday - Friday 7:00 am through 3:30 pm with a thirty (30) minute lunch.
- The successful bidder must submit a detailed itemized invoice with pricing in accordance with the bid. All equipment and labor hours used must be included in the invoice. Failure to adhere to these requirement may result in rejection/non-payment. The District will only pay for services received. Invoices “per job” without proper itemization will not be accepted.
- The successful bidder must provide responsible and competent personnel in charge of the move without continual supervision by the District.
- The District reserves the right to remove a successful bidder’s employee if there are performance issues or concerns.
- Upon request from District staff the successful bidder is responsible for providing mats/rugs to limit the foot traffic.
- The successful bidder must position all items at the new facility/location in accordance with directions from the District. The successful bidder will be required to relocate any incorrectly positioned/placed items to the correct position/place.
- The successful bidder understands the move shall be complete only after all items have been moved/relocated and positioned to the designated areas, inventoried, accepted and signed off on by District staff.
- The successful bidder must login and out with District staff.
- Time is of the essence with moves. The successful bidder must agree and understand that the provision of moving services in accordance with the requirements stated here in

and the dates specified is considered critical to the efficient operations of the District. If the successful bidder fails to comply with the specified requirements and agreed upon dates the successful bidder agrees and understands that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances

- In the event the successful bidder failed to complete the moving services by the date specified herein the successful bidder will be assessed liquidated damages in the amount of \$500.00 for each twenty-four (24) hour period there after until the move is complete. The successful bidder shall also agree and understand liquidated damages will be deducted from their invoices or as a direct payment to the District. The successful bidder shall understand liquidated damages shall not be construed as a penalty.

- Project Timeline:

- Post Bid: 4/16/19
- Pre-bid/Site Inspection: 4/25/19
- Deadline for Questions: 4/26/19
- Bid Due Date: 5/2/19
- Board of Education Approval: 5/21/19
- Contract Award: 5/22/19
- First Move Begins: 5/28/19
- First Move Ends (no later than) 5/31/19

6. Pricing Page:

The Following Items will be Awarded on an 'All or None' Basis

Labor:

Cost per hour Supervisor/Team Leader \$ _____/per person

Cost per man hour helpers/laborers/movers (including dollies) \$ _____/per person

Cost per driver per hour \$ _____/per person

Equipment:

Cost per hour for truck \$ _____/each

In the space below list any additional fees associated with these services including additional equipment costs. The District will not accept or allow any additional fees not included on this pricing page.

Additional Fees:

Questions:

Bidders must email questions and comments regarding this bid to Kara M. Daniel at kmdaniel@spsmail.org.

Business Information:

Manpower	Quantity
Number of full time employees	
Number of uniformed crew	
Number of Supervisors/Team Leaders	
Available workforce of subcontracted Supervisors	
Equipment	Quantity
Number of tractor trailer trucks	
Number of straight trucks	
Number of trucks with lift gates	
Number of panel carts	
Number of two wheel dollies	
Number of four wheel dollies	

Supervisor/Team Leader Point of Contact Information (include email address and phone number):

Provide information regarding the experience of the movers and supervisor/team leaders who are full time employees.

Demonstration of a complete understanding of the District’s requirements, and the approach to planning, implementing, and performing the Scope of Work.

The capability of the bidder to provide the necessary resources to accomplish the Scope of Work.

The bidder should provide reference information as follows for at least three (3) current customers who utilize services from the bidder which are similar to the requirements contained in the Scope of Work of this IFB.

- Company name
- Contact name and title
- City and state
- Email address and telephone number including area code
- Description of the services provided
- Availability status if contact is requested by the District

- Company name
- Contact name and title
- City and state
- Email address and telephone number including area code
- Description of the services provided
- Availability status if contact is requested by the District

Company name
Contact name and title
City and state
Email address and telephone number including area code
Description of the services provided
Availability status if contact is requested by the District

BUSINESS HOURS

State your normal business hours: _____ to _____.

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM FORM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____(signature)

Printed Name and Title: _____

For and on behalf of: _____(company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT FORM

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein. am employed by _____ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.

2. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

3. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company
name) Title: _____

Subscribed and sworn to before me on this __ day of _____, 20__.

My commission expires: _____
NOTARY PUBLIC

OFFEROR'S GUARANTEES

The proposer certifies it can and will provide and make available, as a minimum, all services set forth herein.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

OFFEROR’S WARRANTIES

- 1.1 Offeror warrants that it is willing and able to comply with State of Missouri laws.
- 1.2 Offeror warrants that it is willing and able to maintain the following insurance coverage during the life of this contract:

Minimum Limits of Insurance

[Contractor/Vendor] shall maintain, during the life of the contract, limits no less than:

<u>Required Coverage</u>	<u>Per Occurrence/Aggregate Limits</u>
1. General Liability	\$1,000,000/\$2,000,000*
2. Automobile Liability	\$1,000,000
3. Worker’s Compensation	Statutory
4. Employer’s Liability	\$1,000,000
5. Contractors Pollution Liability	\$1,000,000/\$2,000,000

*Additional Insured: The insured will name, by separate endorsement, the School District of Springfield, R-12 as Additional Insured on policy.

The District requires that all contractor general liability policies provide coverage on a primary and non-contributory basis to any other insurance coverage and or self-insurance available to the District.

All insurers must be licensed or approved to do business within the State of Missouri and possess a minimum A.M. Best’s insurance Guide rating of A VII. Prior to commencement of any work under this Contract, the Contractor shall provide Certificates of Insurance for the coverage required by this contract.

- 1.3 Prior to commencement of any work under this Contract, the Contractor shall provide Certificates of Insurance for the above coverage to the Purchasing Department, School District of Springfield R-12, 1458 E. Chestnut Expressway, Springfield, Missouri, 65802. This bid number must be shown on all certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.
- 1.4 Offeror warrants that it will not delegate or subcontract its responsibilities under an Agreement without the prior written permission of the District.
- 1.5 Offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

FELONY CONVICTION NOTIFICATION FORM

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: Fax Number: _____

Authorized Company Official's Name: _____ (Printed)

Signature of Company Official: _____

Date: _____

Substitute W-9

The following form is required for each bid response. A regular W9 is not an acceptable substitute for this requirement.

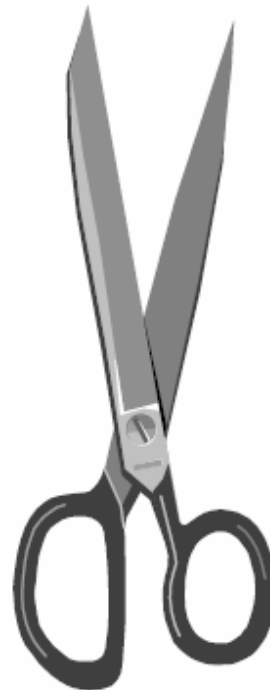
**Substitute W-9
Request for Taxpayer Identification Number and Certification**

PART I – PERSONAL or BUSINESS INFORMATION	
Please type or print legibly	1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)
	2-BUSINESS NAME (DBA-doing business as), if different from above.
	3-CHECK ONE BOX to identify the type of business named above. <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Non-profit 501(c) <input type="checkbox"/> Associations/Estate or Trust <input type="checkbox"/> Government Entity (Exempt under section 501(a)) <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Foreign Entity(fill out appropriate W-form) <input type="checkbox"/> LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other _____
	4-EXEMPTIONS Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	5-BUSINESS ENTERPRISE STATUS Disadvantage Business Enterprise ___Yes ___No; Women Business Enterprise ___Yes ___No; Minority Business Enterprise ___Yes ___No
	6-ADDRESS - Street (include number, apt # or suite number) City _____ State _____ ZIP _____ E-mail address (Required) _____ Phone # (Required) _____
	7-DESCRIBE GOODS OR SERVICES PROVIDED _____
PART II – TAXPAYER IDENTIFICATION NUMBER (TIN)	
Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).	
SSN	TIN / EIN
Under penalties of perjury, I certify that:	
PART III - CERTIFICATION	
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>
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 <u>and</u>
3	I am a U.S. citizen or other U.S. person (see definition below).
4	The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
Sign here >	Date >

GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).	
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> - 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 the 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.	

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

<p align="center">SEALED BID • DO NOT OPEN</p> <p>SEALED BID NO.: S19B-0063</p> <p>BID TITLE: Moving Services</p> <p>DUE DATE/TIME: May 2, 2019</p> <p>SUBMITTED BY: _____ (Name of Company)</p> <p>DELIVER TO:</p> <p>PURCHASING DEPARTMENT The School District of Springfield R-12 1458 E. Chestnut Expressway Springfield, MO 65802</p>
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Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same website from which you obtained this bid. If you are a registered vendor with the district, you will automatically receive notification of all addenda by email or fax. If you are not, you should periodically check our website to download any addenda which may have been issued. To become a registered vendor, you must complete a Vendor Application Form available from our website at <http://purchasing.spsk12.org>. Complete the application on-line, print it and submit a signed copy to us by fax or email. Once registered, you will begin receiving automatic notifications of both bids and addenda.

-End of Document-