

Appendix B

Platte County R-3 School District
Sole Source Justification Form

Instructions: Complete this form for all sole source purchases for amounts \$3,000 and over. Route form to the Purchasing Department for approval. You can email the form, send by school mail, scan, or fax to 858-5593. All sole source requests are subject to approval by the Purchasing Department.

Request for Purchase Number: _____

Commodity/Service being purchased: Mail Postage Lease 60 Months

Proposed Supplier: Quadient Leasing

Requested by: Wayne Krueger Site/Department: District Date: 11/03/23

Sole Source Justification prepared by: Wayne Krueger

I. A Sole Source Purchase must meet one of the following criteria:

- One-of-a-kind - The commodity or service has no competitive product AND IS AVAILABLE FROM ONLY ONE SUPPLIER.
- Compatibility - The commodity or service must match existing brand of equipment for compatibility AND IS AVAILABLE FROM ONLY ONE VENDOR.
- Replacement part - The commodity is a replacement part for a specific brand of existing equipment AND IS AVAILABLE FROM ONLY ONE SUPPLIER.
- Research continuity - The commodity or service is needed to maintain research continuity AND IS AVAILABLE FROM ONLY ONE SUPPLIER.
- District standards - The commodity or service must comply with established District standards AND IS AVAILABLE FROM ONLY ONE SUPPLIER.
- Unique design - The commodity or service must meet physical design or quality requirements AND IS AVAILABLE FROM ONLY ONE SUPPLIER.
- Emergency - URGENT NEED for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disaster, etc.

II. Provide details of this request including explanation of why only one source is reasonably available (attach separate sheet if necessary).

III. As Department Head/Principal, I hereby certify that the above justification is accurate and complete to the best of my knowledge and belief.

Approval:

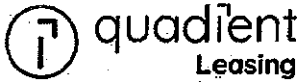
Signature of Department Head or Principal

Purchasing Approval

Date

11-3-23

Date



Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number 6950	Office Name Lineage Kansas City	Phone # (913) 888-0333	Date 10/31/2023
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Section (B) Billing Information

Company Name	Platte County R III School District		
DBA			
Billing Address	998 PLATTE FALLS RD		
City State Zip+4	PLATTE CITY	MO	64079-7330
Contact Name	Wayne Krueger	Phone	(816) 858-5420
Contact Title	Interim Executive Director of Bu	Fax	
Email Address	kruegerw@platteco.k12.mo.us	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Platte County R III School District		
Installation Address	998 PLATTE FALLS RD		
City State Zip+4	PLATTE CITY	MO	64079-7330
Contact Name	Wayne Krueger	Phone	(816) 858-5420
Contact Title	Interim Executive Director of	Fax	
Email Address	kruegerw@platteco.k12.mo.us		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX7	IX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP30	IX Series 30 lb Weighing Platform
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>	Number of Months: 60		Monthly Payment (Plus applicable taxes): \$409.91
	Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually		
Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears		Current Lease Number: N18121429A	
<input type="checkbox"/> ACH (Customer to submit authorization form)			

Section (F) Postage Meter & Postage Funding Information

Meter Model	IX7AI	Machine Model	IX7
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: 8024116	
Agency Code		Sub Agency Code	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
<input checked="" type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input checked="" type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> 4G/5G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

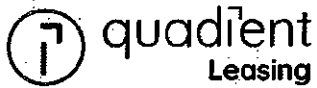
***** SEE PURCHASE ORDER *****
Authorized Signature _____

Print Name and Title _____

Date Accepted _____

Accepted by Quadient Inc. and its Affiliates _____

Date Accepted _____



Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N18121429A through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: Platte County R III School District

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Company: Quadient Leasing USA Inc.

Signature : _____

Name (printed): _____

Title: _____

Date: _____

Customer

Organization	Platte County R III School District		
DBA			
Address	998 PLATTE FALLS RD		
City State Zip	PLATTE CITY	MO	64079-7330
Phone	(816) 858-5420	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
 and / or
 State Participating Addendum (PA) #:
 CC221938008 (MO)

Vendor

Company Name	Quadlent Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Platte County R III School District		
Attention	Wayne Krueger		
Address	998 PLATTE FALLS RD		
City State Zip	PLATTE CITY	MO	64079-7330
Phone	(816) 858-5420	Email	kruegerw@platteco.k12.mo.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Involcing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$409.91	\$24,594.60

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP30	IX Series 30 lb Weighing Platform
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Quadlent Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682
- Send all correspondence to:
 Quadlent Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

_____	_____
Authorized by	Date
_____	_____
Print Name	Title

SERVICE AGREEMENT



LINEAGE

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name: Platte County RIII School District

Customer bill to: Platte County R III School District

Equipment address: 998 Platte Falls Rd

Bill to address: same

City, State, Zip: Platte City, MO 64079

City, State, Zip:

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
LX7 DS WP30						

Service Plans: - All Plans are subject to the Terms and Conditions below. Date Service to Begin: Original Lease Term 60 mos.

Critical Care Service Plan - Contract Price: per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

Standard Care Service Plan - Contract Price: Included billed annually plus TAX where applicable. -With Standard Care may of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine

Notes: Price is locked for the life of the lease.

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first
3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
4. For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
6. If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. **THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.**
9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:

<p><u>All Products</u> - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.</p> <p><u>Mailing Machines, Folders/Inserters, Electronic scales</u> - NO EXCLUSIONS.</p> <p><u>Letter Openers/Extractors</u> - Rubber rollers and belts limited to two per year</p> <p><u>Barcode Scanners</u> - Cables, lenses</p> <p><u>Printers</u> - Print heads</p>	<p><u>Shredders/Busters</u> - Blades, if rollers are not kept oiled which is a customer responsibility</p> <p><u>Computer Systems</u> - Software, upgrades, application changes, (see paragraph 4 above)</p> <p><u>Shipping Systems</u> - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes</p>
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10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:

<p>a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;</p> <p>b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;</p> <p>c) Repair of damage or increase in service time resulting from:</p> <ol style="list-style-type: none"> 1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use; 2) Failure of electrical power, air conditioning or humidity control; and 3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel. 	<p>d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;</p> <p>e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;</p> <p>f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;</p> <p>g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;</p> <p>h) Problems relating to or caused by hardware and/or software not supplied by Company; and</p> <p>i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications</p>
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11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature: _____

Date: _____

Employee Signature: _____

Print Name: _____

Title: _____

Print Name: _____



Krueger, Wayne <kruegerw@platteco.k12.mo.us>

Follow up on postage machine

1 message

Dana Bykowski <dbykowski@trusilineage.com>

Wed, Nov 1, 2023 at 1:59 PM

To: "Krueger, Wayne" <kruegerw@platteco.k12.mo.us>, "Christensen, Glenda" <christeg@platteco.k12.mo.us>

Hi!

Thank you for the time today. As promised, I wanted to get you some more information regarding the ix5 machine versus the ix7 machine. The ix7 would be the closest to what you currently have, which is the IN700.

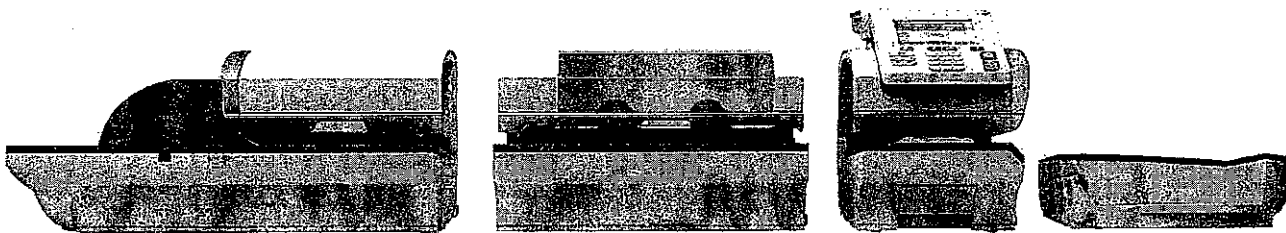
I looked at volumes again, and although you would be at the higher end for volume recommended for the ix5, you still fall within the range if you wanted to downsize to an ix5.

Besides being a smaller unit, there are a couple of main differences with the ix5. One is speed. The ix7 processes 140 letters per min and the ix5 does 110 lpm. Not a huge difference but if processing a large batch it does make a difference.

The other big difference is that the ix7 has an option to add a "Dynamic Scale" to the machine which the ix5 does not have that option. Your IN700 has the Dynamic Scale.

The Dynamic Scale allows you to load stacks of mixed-weight and/or mixed-size mail on the feeder. As each piece travels across the Dynamic Scale, it is measured (dimensions +thickness) and weighed, allowing the system to auto-select the correct postal class, calculate the required rate, and print accurate postage amounts on the fly. **Dynamic weighing eliminates the time-consuming task of sorting outbound mail into same size/ same-weight stacks prior to metering.**

If this is something that is important to you then you will need to stay with the ix7 versus switching to a smaller machine.



For reference, the Dynamic Scale is the center part, to the left of the display, in the image above.

I've attached a word document showing the pricing comparisons for the different machines and lease terms.

Please let me know if you have any questions. Once you make your decision, if it has changed, I will send you the appropriate documents.

Thank you so much. Have a great afternoon!

-Dana

Dana Bykowski

Solutions Consultant

11/3/23, 8:25 AM

Platte County R3 School District Mail - Follow up on postage machine



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 **ix7 versus ix5 pricing.docx**
13K

	<u>ix5</u>	<u>ix7</u>
36 months	\$326.31	\$485.89
48 months	\$286.39	\$438.17
60 months	\$278.66	\$409.91

You are currently paying \$322.62 for the IN700 for 60 months on the NASPO contract.

If you were not on the NASPO lease the ix7 on a 60 mos lease would be \$617.00 per month.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

Master Agreement #: **CTR058809**
Contractor: **QUADIENT, INC.**
Participating Entity: **STATE OF MISSOURI CC221938008**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:
 This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term:
 This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

A Purchasing Entity may lease Products under this Participating Addendum by issuance of an Order. The Order shall survive the termination of this Participating Addendum and the Master Agreement.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

CONTRACTOR: Quadient, Inc.

Name:	Ryan Mikel, Manager Government Accounts
Address:	478 Wheelers Farms Rd., Milford, CT 06461
Telephone:	(281) 216-4596
Email:	r.mikel@quadient.com

PARTICIPATING ENTITY: STATE OF MISSOURI

Name:	Melissa Sackett
Address:	State of Missouri, Office of Administration, Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101
Telephone:	(573) 526-2716
Fax:	(573) 526-9816
Email:	melissa.sackett@oa.mo.gov

Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

Equipment lease agreement and meter rental agreements terms and conditions included in the Master Agreement and attached herein have been approved for use by the Participating State



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- State of Missouri Contract Document CC221938008
 - For informational purposes, the contractor is requested to complete Attachment 1 of this Participating Addendum regarding their economic impact to the State of Missouri.
 - Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and the contractor, on a case by case basis,
 - All purchasing entities requiring the use of postage meter will comply with all United State Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the contractor.
5. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
6. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
- All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract #CTR058809". (2) Your Name, Address, Contact, Phone Number, Signature and Participating State contract number CC221938008.


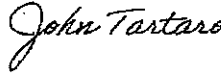


MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: Karen Boeger	Name: John Tartaro
Title: Director of Division of Purchasing, State of Missouri	Title: Deputy, CFO
Date: 12-28-2022	Date: 11/8/2022

[Additional signatures may be added if required by the Participating Entity.]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
 Led by the State of Arizona

ATTACHMENT 1
MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Bowmans Mailing Solutions is one of our authorized dealers which is located at 410 Sovereign Ct. Suite 17, Manchester MO 63011. We currently have 6 employees living in Missouri.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number (CC221938008).

Quadient, Inc. delivers mailing, business communications management and shipping hardware and software solutions as well a full range of consultancy, maintenance and financing services. These have been specified under the NASPO Value Point catalog, Installation, training and on-site service will be provided by both our district office and local authorized dealers.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

2021	Quadient, Inc.	Quadient leasing USA, Inc.
Sales Tax	\$ 44,245	\$ 177,071
Income Tax	Not yet filed	Not yet filed
Withholding Tax	\$ 23,775	

2020	Quadient, Inc.	Quadient leasing USA, Inc.
Sales Tax	\$ 42,393	\$ 186,119
Income Tax	0	0
Withholding Tax	\$ 22,597	



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

-
-
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

_____ none _____

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

_____ none _____

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

_____ none _____

Section (A) Office Information

Office Number: 6950	Office Name: Lineage - KC	Office Phone #: 913 888 333	Date Submitted: 11/26/2018
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Section (B) Billing Information

Company Name (Full legal name): Platte County R-III School District		
DBA:		
Billing Address: 998 Platte Falls Rd		
Billing City: Platte City	State: MO	ZIP Code + 4: 64079
Billing Contact Name: Angie Hughes	Contact Phone Number: 816-858 5420	
Billing Contact Title: Executive Director	Contact Fax Number:	
Billing Contact email Address: hughesa@platteco.k12.mo.us	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Platte County R-III School District		
Installation Address (No PO Boxes or General Delivery): 998 Platte Falls Rd		
Installation City: Platte City	State: MO	ZIP Code + 4: 64079
Installation Contact Name: Angie Hughes	Phone Number: 816 858 5420	
Installation Contact Title: Executive Director	Fax Number:	
Installation Contact email Address: hughesa@platteco.k12.mo.us		
Main Post Office Name / Mail Drop off:	Post Office 5-Digit ZIP Code:	

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)
1	IN700SH	IN Series 700 Base w/Mixed Mail Feeder, Sealer and Drop Tray <input type="checkbox"/> See additional listed products on attached continuation schedule.
2	INDS7	Dynamic Weighing Platform for IN Series 700/750
3	EVALIDATE-80K	e-validate package for IN-700
4	EVCR-DS-50K	e-validate data services credit pack - 50,000 credits

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt (Certificate attached)	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	60	\$322.62
	Next		
	Next		
Billing Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Current Lease Number: N16013570		
Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears	<input type="checkbox"/> ACH (Customer to submit authorization form)		

Section (F) Postage Meter & Postage Funding Information

Meter Model: IN700A1	Machine Model: IN700SH
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (Submit Customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (Include authorization form)	Postage Funding Account: <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Account TMS Account # POC Account # 8024116
Agency Code Sub Agency Code	
Service Products (Check all that apply)	
<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70) <input checked="" type="checkbox"/> NeoShip PLUS - Requires NeoFunds/TotalFunds (EP70PLUS) <input type="checkbox"/> NeoShip ADVANCED - Requires NeoFunds/TotalFunds (NEOSHIPADV) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input checked="" type="checkbox"/> Maintenance (provided by your authorized office) <input checked="" type="checkbox"/> Installation & Training (provided by your authorized office) <input type="checkbox"/> Software Support (Maintenance)	
Covered Product:	

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerGovLease-V04-16), which are also available at <http://neopostusa.com/terms/DealerGovLease-V04-16.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signatures: SEE PO Print Name and Title: _____ Date Accepted: _____

Accepted by Neopost USA and its Affiliates: _____ Date Accepted: _____

SERVICE AGREEMENT



LINEAGE

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") Platte County R-III School District Customer bill to Platte County R-III School District
 Equipment address 998 Platte Falls Rd Bill to address, if different 998 Platte Falls Rd
 City, State, Zip Platte City, MO 64079 City, State, Zip Platte City, MO 64079

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IN700DS						

Service Plans: -- All Plans are subject to the Terms and Conditions below. Date Service to Begin: _____ Original Lease Term 60 Months

Critical Care Service Plan - Contract Price: _____ per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

Standard Care Service Plan - Contract Price: Included per month, billed annually plus TAX where applicable. - With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: Billed inside Mail Finance Lease (NASPO)

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

- If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
- This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first.
- The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
- For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
- Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
- If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
- If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
- Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. **THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.**
- If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
Mailing Machines, Folders/inserters, Electronic scales - NO EXCLUSIONS
Letter Openers/Extractors - Rubber rollers and belts limited to two per year
Barcode Scanners - Cables, lenses
Printers - Print heads
Shredders/Busters - Blades, if rollers are not kept oiled which is a customer responsibility
Computer Systems - Software, upgrades, application changes, (see paragraph 4 above)
Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
- The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
 a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
 b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;
 c) Repair of damage or increase in service time resulting from:
 1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use;
 2) Failure of electrical power, air conditioning or humidity control; and
 3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.
 d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
 e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;
 f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;
 g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
 h) Problems relating to or caused by hardware and/or software not supplied by Company; and
 i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
- All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement.
- This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature: Sharon Sherwood Date: _____
 Print Name: Sharon Sherwood Title: _____

Employee Signature: Tony Ambrose
 Print Name: Tony Ambrose

Administrative Procedure DJF-1-AP(1): PURCHASING

Status: ADOPTED

Original Adopted Date: 01/17/2003 | Last Revised Date: 11/19/2020 | Last Reviewed Date: 11/19/2020

The district operates using funds collected from taxpayers for the benefit of the district's education program, and it is imperative that all Board members and district employees strictly adhere to district policies and procedures when making purchases for the district.

Laws Regarding Federal Awards

In addition to the requirements of policy DJF and this procedure, when a purchase involves federal funds or a federal award, the rules detailed in policy DJFA and related procedures must also be followed.

Definitions

Competitive Bidding – A process of obtaining products or services where the district contacts providers or advertises, and interested providers submit quotes, offers, bids or sealed bids from which the district chooses. Competitive bidding may include the solicitation and submission of offers electronically or through a web-based system. The requirement for providers to submit sealed bids is one type of competitive bidding.

Competitive Negotiation – A process of obtaining a contract for products or services where the district contacts providers or advertises a request for proposals (RFP) detailing the scope, specifications, terms and conditions of the proposed contract and the criteria on which the proposals will be analyzed, then negotiates separately with each responsive provider to award the contract.

Debarred – Exclusion from state or federal government contracting and subcontracting for products or services.

Lowest or Best Bid or Offer – The provider with the best product or service based on district criteria that may include price, value, quality of product, history of performance, recommendations and other qualities important to the district.

Products – All physical property other than real estate including, but not limited to, supplies, books, furniture, machinery and equipment.

Provider – A vendor of products or an independent contractor providing services to the district.

Purchase – Obtaining or procuring products or services for the district in exchange for money or anything of value.

Purchasing Card – A credit card in the district's name on which the district has placed automatic restrictions such as the amount that can be charged per month, where the card may be used or the type of purchases that can be made with the card.

Sealed Bids – A form of competitive bidding in which providers submit offers in a sealed envelope or package that is publicly opened at an advertised place and time or submit offers using a web-based system that protects the confidentiality of each submitted bid until the date and time of the bid opening.

Services – All providers of labor or professional expertise other than that provided by district employees in the scope of their duties including, but not limited to, services such as construction, auditing, consulting, legal services, janitorial services and food services.

Purchasing Supervision

The chief financial officer will serve as the district's purchasing officer or will designate a purchasing officer. The district purchasing officer will supervise district purchasing and may authorize purchases on behalf of the district that conform to the Board-adopted budget.

General Rules

1. All funds received by district staff on behalf of the district shall be deposited in district accounts. All funds deposited with the district, regardless of source, are considered district funds. Any purchases made with these funds must comply with district policies and procedures.

2. Although buildings, departments and divisions are allocated budgets for a given period, the expenditure of those budgetary amounts is still subject to law and district policies and procedures.
3. No contract will be entered into or bill paid without the proper documentation and an affirmative vote from a majority of the whole Board. Even without a contract, no unbudgeted purchase will be made without prior Board approval except in accordance with the Emergency Situations subsection of this procedure.
4. Regardless of the purchase method used, the district will select the lowest or best bid or offer. The district reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price. If the scope of the purchase changes substantially, the district will rebid the product or service unless this procedure specifically provides otherwise.
5. Purchases may be made only through a purchase order, credit or purchasing card, or through petty cash, when appropriate. In rare circumstances when one of these methods of payment is not available, the district may reimburse an employee for a purchase made with the employee's personal funds. Employees should contact the district business office prior to making a purchase outside the authorized methods to ensure reimbursement.
6. All purchases must receive approval from the principal or other appropriate supervisor responsible for the budget code from which the purchase is made. The principal or supervisor will compare requests to prevent the purchase of duplicative or unnecessary items. The following items require additional approval prior to making the purchase, regardless of the cost:
 - ▶ Computer hardware and software must be approved by the district's technology director.
 - ▶ Materials purchased with grant funds must be approved by the person designated as the grant administrator.
 - ▶ Construction or maintenance of district facilities must be approved by the district's facilities director.
 - ▶ The purchasing officer must approve travel expenses such as airline tickets and hotel reservations.
7. All purchases must be attributed to a budget code, and funds must be available in that code prior to making the purchase. Federal funds will be identified in accordance with the district's procedure for cash management of federal funds.
8. If the requested expenditure does not fit into a budget code or would go beyond the approved amount in that budget code, the request will be forwarded to the superintendent's office for review. If the superintendent or designee determines that the request is reasonable but will require an amendment to the current budget, the superintendent or designee will include the request as an agenda item at the next Board meeting.

9. All purchases must be appropriately documented consistent with auditing guidelines and this procedure.
10. District staff will provide the district's tax-exempt letter to vendors before making any purchase that may be taxed.
11. Purchase orders will expire within six months of the date of issuance if not redeemed.

Competitive Purchasing

Micro-Purchases

District staff will research all purchases and compare prices prior to making decisions regarding the expenditure of district funds. Unless otherwise addressed in this procedure, employees are expected to contact multiple providers before making a purchasing decision under \$5,000.

Small Purchases (Quotations)

If the estimated expenditure is more than \$5,000 but less than \$50,000, the employee authorized to make the purchase must:

1. Notify the purchasing officer of the needed purchase. The purchasing officer may send electronic notices of the proposed purchase to all providers on the district provider list. The purchasing officer may decide to directly conduct or oversee the purchase or allow the authorized employee to conduct the purchase.
2. Obtain bids, quotes or offers from at least three providers. The employee may solicit bids, quotes or offers directly from providers and may utilize bids, quotes or offers received by fax, telephone and e-mail. In addition, the employee may use catalogs and websites to make comparisons.
3. Document instances where fewer than three providers sell or provide the service or product and consult the available provider(s).
4. Provide the purchasing officer with the proper documentation, including documentation of which provider was chosen and the reasons for selecting that provider.

Sealed Bids

If the estimated expenditure is \$50,000 or more, the purchase will be made after receiving sealed bids through the purchasing officer.

1. The district employee authorized to make the purchase must first notify the purchasing officer of the purchasing need. The purchasing officer will directly conduct or oversee the purchase.
2. If the expenditure is for construction, the district will follow the bidding requirements of the law. Otherwise, at least five business days before the bids are to be opened, the purchasing officer will advertise the proposed purchase in a newspaper or through an electronic medium available to the general public and post notice of the proposed purchase in the same location as postings for School Board meetings. The purchasing officer will send electronic notices of proposed purchases to all businesses on the district's provider list.

3. The purchasing officer may also solicit sealed bids directly from providers.
4. It is the provider's responsibility to ensure that bids are received by the district no later than the appointed date and hour. Late bids will not be considered and will be returned unopened to the bidder.
5. The purchasing officer or designee will publicly open all bids received and will maintain all documentation of the purchase, including which provider was chosen and the reasons for selecting that provider.
6. If the purchasing officer has received bids in accordance with this procedure and later finds the same product or service at a lower cost through a catalog or an online vendor that did not submit a bid, the purchasing officer may advise the Board to reject all sealed bids and purchase through the catalog or online vendor, unless formal or sealed bidding is required by law.

Bid Specifications

Bid specifications will include a clear and accurate description of the technical requirements for the material, product or service desired and will identify all requirements and all other factors that will be used in evaluating bids or proposals.

Changing Specifications without Rebidding

Except as prohibited by law, such as when bidding construction services, the district may change the scope of the purchase and accept a provider's offer without rebidding the purchase when bids received are unreasonable, have unacceptable terms and conditions, are noncompetitive, or when the low bid exceeds available funds. The purchasing officer must first determine in writing that time or other circumstances will not permit the delay required to resolicit competitive bids. Each responsive bidder who submitted a bid under the original solicitation must be notified of the change and given a reasonable opportunity to modify his or her bid and submit a best and final bid. In cases where the bids received are noncompetitive or the low bid exceeds available funds, the ultimate amount agreed upon must be lower than the lowest rejected bid of any responsive bidder under the original solicitation.

Exceptions to the Regular Competitive Purchasing Process

1. Competitive Negotiations and Proposals

The district may purchase products or services through an RFP if the purchasing officer determines that the purchase requires—or that the district would benefit from using—competitive negotiations rather than competitive bidding. Requests for proposals will be advertised and solicited in the same manner as competitive bids, depending on the anticipated cost.

The district will select the lowest or best offer as determined by the evaluation criteria established in the RFP and any subsequent negotiations. In determining the lowest or best offer, negotiations may be conducted with responsive providers for the purpose of understanding and clarifying the proposal and verifying that the proposal responds to the district's needs. All providers submitting proposals shall be accorded fair and equal treatment with respect to any opportunity for negotiation and subsequent revision of proposals. Revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. The purchasing officer shall have the right to reject any or all proposals and advertise for new proposals or purchase the required products or services on the open market if they can be obtained at a better price.

2. Single Source or Unique Circumstance Purchases

The purchasing officer may waive the requirement of competitive bids or proposals when he or she determines in writing that there is only a single feasible source for the purchase. Immediately upon discovering that other feasible sources exist, the purchasing officer shall rescind the waiver and proceed to procure the products or services through the competitive process as described in this procedure. A single feasible source exists in any of the following circumstances:

- ▶ Products or services are proprietary and available only from the manufacturer or a single distributor.
- ▶ Based on past procurement experience, it is determined that only one distributor services the region in which the products or services are needed.
- ▶ Purchases are available at a discount from a single distributor for a limited period of time, and the discount is significant based on the current market price and/or the last price paid for the product or service.
- ▶ Specific parts or authorized maintenance must be utilized to maintain validity of a warranty.
- ▶ The services of a particular provider are unique, such as speakers on a particular topic or authors.

3. **Approved Providers**

In some circumstances where products and services are routinely needed, the purchasing officer may competitively bid or negotiate for the product or service for use throughout the school year, based on past usage of the product or service. Such circumstances include, but are not limited to, the purchase of food, textbooks, office supplies or services such as bus maintenance or plumbing. The purchasing officer will use the single source purchasing process for unique products or services. Once a provider has been approved, district employees may purchase the designated products or services from the approved provider without additional competitive bidding.

Before designating approved providers, the purchasing officer will first determine that the district will receive quality products and services from the providers at a reasonable cost to the district. The purchasing officer will review and redesignate approved providers annually to ensure that the prices of the products and services provided remain competitive. Textbook providers will be designated as approved providers only if all statutory requirements are met. Approved providers may be designated at any time.

4. **Cooperative Purchasing**

Cooperative purchasing, including local and state intergovernmental agreements, should be utilized when it is determined to be to the financial advantage of the district. Before joining a cooperative purchasing program, the purchasing officer will conduct an analysis to determine whether the cooperative purchasing program will result in a cost savings to the district based on the district's history of expenditures. This analysis will be conducted on an annual basis to determine whether the district should continue to participate in the program.

5. Real Estate Brokers and Other Real Estate Services

In situations where the district will discuss or make decisions regarding the lease, purchase or sale of real estate in closed session as allowed by law, the district is not required to publicly advertise and seek sealed bids for the services of a licensed real estate broker or other services incident to the sale, regardless of the ultimate cost of the service provided. Instead, the purchasing officer will contact at least two service providers to obtain bids or quotes for services and make a recommendation to the Board, or the district may contract with a real estate broker or other service provider that has previously provided services to the district. This exception does not apply to services required to be publicly bid by law, such as construction services, or other services for which there is a specified selection process in law or policy, such as architectural, engineering and land surveying services.

6. Emergency Situations

Unless competitive bidding is required by law, the superintendent may waive the requirement of competitive bids or proposals when he or she determines that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary to protect against further loss of or damage to property or prevent or minimize a serious disruption in services.

Emergency purchases shall be made with as much competition as is practical under the circumstances, which may include calling known providers to obtain a quote or e-mailing vendors on the provider list and requiring an immediate response. Emergency purchases will be made only to the extent necessary to alleviate the emergency.

Leasing, Renting or Lease-Purchasing

Lease, rent or lease-purchase arrangements are subject to competitive bidding requirements in the same manner as other purchases. The Board may purchase apparatus, equipment and furnishings by entering into lease-purchase agreements with providers. Any agreement that results in school district ownership of the leased object must contain a provision that allows the district an option to terminate the agreement on at least an annual basis without penalty. All expenditures related to lease-purchase agreements shall be considered expenditures for capital outlay.

Legal Compliance

In addition to the bidding requirements of this procedure, the district will comply with all laws with respect to acquiring products and services including, but not limited to, the following:

1. All construction projects that may exceed an expenditure of \$50,000 shall be advertised in a newspaper of general circulation and competitively bid, in accordance with law, and may also be advertised in business, trade or minority newspapers or by using other modes of communication, such as the district's website. Bid specifications and contracts for construction projects will include all elements required by law including, but not limited to, a requirement to pay the prevailing wage or public works contracting minimum wage, mandatory training, mandatory affidavits regarding the employment of authorized labor, and bonding requirements when applicable. See §§ 107.170, 177.086, 285.530, 290.210 - .340, 292.675, RSMo.
2. All purchasing of architectural, engineering or land surveying services must be advertised, bid and selected in accordance with Board policy and law. See §§ 8.285 - .291, RSMo.
3. Construction management, construction manager at risk and design-build contractor services must be advertised, bid and selected in accordance with Board policy and law. See §§ 8.675 - .687, 67.5050, .5060,

RSMo.

4. The district must competitively bid auditing services and select an auditor who meets the qualifications set by the Department of Elementary and Secondary Education (DESE). See 5 C.S.R. 30-4.030.
5. Health and life insurance contracts will be competitively bid at least every three years. See § 67.150, RSMo.
6. General liability and other forms of insurance contracts will be competitively bid at least every six years. See § 376.696, RSMo.
7. Depositories of district funds will be competitively bid at least every five years. See §§ 165.201 - .291, RSMo.
8. The selection of food service management companies will be made in accordance with bidding requirements in state and federal law. See 7 C.F.R. § 210.16; 5 C.S.R. § 30-680.010.
9. When purchasing services using federal E-Rate Funds, the district will comply with federal law detailing the competitive bidding process. See 47 C.F.R. § 54.503.
10. Transactions with School Board members or employees, their spouses, dependent children in their custody and businesses they are associated with will only be conducted as required by law and Board policy. See §§ 105.454, .458, 171.181, RSMo.
11. As a condition for the award of a contract to provide the district services in excess of \$5,000, the provider must submit a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States. See § 285.530, RSMo.
12. The district shall not contract with or otherwise use the services of an independent contractor for any work that regularly requires teacher or administrator certification by law. See § 161.855, RSMo.

Purchasing Preferences

In accordance with law, the district will comply with all purchasing preference requirements in this section. Purchases made with federal funds must also comply with the requirements of policy DJFA and, in the case of conflict among the requirements, the provisions of DJFA will govern such purchases.

1. When contracting for any job or service, the district will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers. See § 34.073, RSMo.
2. The district will give preference to all commodities manufactured, mined, produced or grown within the state and to all Missouri firms, corporations or individuals who supply commodities when quality and price are

approximately the same. See § 171.181, RSMo.

3. The Board encourages district staff to purchase products manufactured, assembled or produced in the United States of America. See § 34.353, RSMo.
4. The district will purchase, to the maximum extent practicable, domestic commodities or products for its nutrition program. "Domestic commodity" means an agricultural commodity that is produced in the United States of America, and "domestic product" means a food product that is processed in the United States of America substantially using agricultural commodities that are produced in the United States of America. See 7 C.F.R. §§ 210.21, 220.16.
5. When contracting for any job or service, the district will give a three-point bonus preference to service-disabled veteran businesses that are Missouri businesses or businesses that maintain Missouri offices or places of business. See § 34.074, RSMo.
6. When purchasing food or beverages to be processed or served in a building or room owned or operated by the district, the Board will give preference to those that contain a higher level of calcium if they are equal or lower in price and of the same type and nutritional quality. This consideration is in addition to any requirements of the U.S. Department of Agriculture under the National School Lunch Program or the School Breakfast Program. See § 34.375, RSMo.
7. When purchasing coal for fuel purposes, the district must purchase coal mined in the state of Missouri or an adjoining state, if the cost is not greater than the cost of coal mined in any other state or states, including the cost of transportation. See § 34.080, RSMo.
8. Employees responsible for the purchase of cleaning products will consult DESE guidelines on environmentally friendly products prior to purchase. See § 161.365, RSMo.

Provider Lists

The purchasing officer or designee will maintain lists of providers interested in receiving electronic notices of proposed district purchases. Any provider may request to be added to the list. It is the provider's responsibility to update contact information.

The purchasing officer will not include providers who have been suspended or debarred at the state or federal level, and the purchasing officer will remove providers when the district discovers that the provider has been suspended or debarred. The purchasing officer may remove providers from the provider list if they have not submitted a bid or proposal in more than one year or have proven to be unreliable or unqualified. The purchasing officer will attempt to notify removed vendors using the last known e-mail address.

Debarred or Suspended Providers

The district will not do business with providers who have been suspended or debarred on a state or federal level. If the district is currently under contract with a provider who becomes suspended or debarred, the district will comply with all legal obligations to the provider, but will not do business with the provider in the future until the provider is no longer suspended or debarred.

The purchasing officer will monitor the state and federal information regarding suspension and debarment and will immediately notify staff members if a provider with whom the district regularly does business is suspended or debarred. Before making purchasing decisions, district staff will consult the purchasing officer for confirmation that the desired provider is in good standing.

Purchase Documentation

Documentation related to purchases must be maintained in accordance with the Missouri Secretary of State's retention manual and maintained in a centralized location so that there is a clear audit path linking the solicitation, evaluation, award and payment. When applicable, documentation should include:

1. A statement justifying the method of bid solicitation (micro, small, sealed bids, RFP).
2. Bid specifications.
3. Newspaper advertisements or posted notices.
4. List of providers contacted.
5. Original or copy of each written bid received.
6. Bid record/tabulation summary sheets.
7. Correspondence concerning the purchase.
8. Evaluation report, including an explanation if the bid accepted was from someone other than the low bidder.
9. Description of the emergency condition that existed if bids were obtained due to an emergency situation.
10. Rationale for a single feasible source purchase.
11. An explanation if the bid accepted was from a non-Missouri manufacturer or service provider.

Receiving Products

All district buildings will have a designated receiving area where all products are delivered. Each building supervisor/administrator will designate two employees who will sign for products received at that building. An employee will not sign for receipt of a product that the employee requisitioned or ordered. Therefore, all employees must notify the employees designated to receive products when an item is ordered. However, if there is a question as to whether the product was ordered or there is a mistake in the order, the employee ordering the product will be consulted prior to consenting to the delivery. The designated employee will verify that sales tax was not charged before giving consent to a delivery.

As soon as possible after receipt of a product, the employee who ordered it will inspect the product to ensure that the district received the appropriate quality and quantity of the product, that the product was delivered in a timely manner and that the price and quantity on the invoice matches the receipt. If the product is acceptable and the purchase was made by purchase order, the employee who ordered it will send proof of receipt to the purchasing officer so that the purchase order can be paid. If a partial shipment is received, the employee will send the receipt to the purchasing officer and will include notification that the entire order has not been received. If the purchase was

made by credit or purchasing card, the employee issued the card will submit the receiving slip to the purchasing officer with the card statement. If the statement has already been paid prior to receipt, the employee issued the card will submit the receiving slip to the central office for documentation.

If the product is not what was ordered, the employee who ordered it will contact the provider immediately for correction. If the product cannot be replaced or the error corrected before the expiration of the purchase order, the employee will notify the purchasing officer immediately so that the first purchase order is canceled and a new purchase order is issued. If the provider refuses to correct the error, the employee will contact the purchasing officer immediately so that payment can be withheld or a protest filed with the credit or purchasing card issuer.

The building supervisor/administrator will designate one or more employees to verify all products received over the summer or in other situations where the employee who ordered a product is absent for an extended period of time. The person(s) designated will stand in place of the person ordering the product and perform the duties detailed above. The designated person(s) will attempt to notify the person who ordered the product, in addition to the purchasing officer, if there are any concerns.

All products received over the summer or in other situations where employees who ordered products are absent for an extended period of time will be stored in a secure, locked location and may be removed only by the employees who ordered the products or by other employees upon direction of the building supervisor/administrator or designee.

Receiving Services

In general a service provider will be paid only after the employee who requested the service verifies that the service has been rendered in accordance with the specifications. Exceptions may be made for purchases such as membership dues, registration fees and travel expenses such as airline tickets. Employees will contact the purchasing officer if there are concerns regarding the quality of the service provided or if the service is not completed in a timely manner.

Payment

Because by law the Board must approve the payment of all bills, the purchasing officer will work with regular providers to arrange for a billing cycle that allows for official Board approval before payment, and yet protects the district from incurring late fees or interest payments.

Note: *The reader is encouraged to review policies and/or forms for related information in this administrative area.*
