



Facilities Services  
Steve Meyers  
17146 Manchester Road  
Wildwood, MO 63040

April 26, 2022 - Revised May 11, 2022

Re: Request for Quote - RFQFAC0422DPI - Diamond Pro Red Infield Conditioner

Dear Potential Bidder,

The Rockwood School District Maintenance and Grounds Department is soliciting bids from qualified individuals, firms or organizations to provide Diamond Pro Infield Conditioner as described in this Request for Quote.

**BID PREPARATION AND SUBMISSION REQUIREMENTS:**

In order to be considered, Bidders must submit one (1) hardcopy and one (1) electronic copy of the Bid, which shall be submitted to [maintenancegrounds bids@rsdmo.org](mailto:maintenancegrounds bids@rsdmo.org) [maintenancegrounds bids@rsdmo.org](mailto:maintenancegrounds bids@rsdmo.org). Bids shall be signed and printed or typewritten, submitted in a sealed envelope plainly marked with the title and RFQ No. RFQFAC0422DPI to the address below, and must be received no later than **2:00 PM CDT on May 12 19, 2022**.

Rockwood School District  
Facilities Services  
Attn: Devon Cobbs  
**RFQFAC0422DPI**  
17146 Manchester Road  
Wildwood, MO 63040

**INTRODUCTION:**

The District is a nationally recognized, diverse community of learners. Currently, the District serves nearly 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 3,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District has consistently earned the accreditation of Distinction in Performance by the Missouri Department of Education. Additional detailed information about the District may be found at [www.rsdmo.org](http://www.rsdmo.org).

**GENERAL TERMS AND CONDITIONS:**

AWARD

Award(s) will be made to the lowest, responsible Bidder(s) whose bid(s) is deemed to be the most advantageous to the District, taking into account overall content of the Bid, cost, overall Bid, experience and qualifications, and quality of Bidder's products. The District reserves the

right to split the award or to make multiple awards, and to make award on a part or portion of a Bid.

#### BIDS FINAL

All Bids shall be deemed final, conclusive and irrevocable, and no Bid shall be subject to correction or amendment for any error or miscalculation. The District reserves the right to request clarification or additional information. In no event shall the District be required to explain the evaluation process or award selection to any bidder.

#### RIGHT TO REJECT

The District reserves the right to accept any Bid, to reject any and all Bids, and to waive any irregularities or informalities in any Bids. Conditional Bids will not be accepted.

#### PRICE

Bidders are cautioned that the Products must be furnished at the prices, costs and/or rates submitted and proposed unless otherwise stated.

#### TAXES

Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost Bid, as these taxes do not apply to the District.

#### BILLING AND PAYMENT

Invoices shall be submitted directly to the Rockwood School District via email at [accountspayable@rsdmo.org](mailto:accountspayable@rsdmo.org) or mailed to the District's Accounts Payable Department at 111 East North Street, Eureka, Missouri 63025. Each invoice should contain the District purchase order number, date of shipment, quantity, price and items(s) shipped. Invoices will not become due and payable until all items listed on the invoice are received complete.

Rockwood School District's payment terms are Net 45.

#### EXCEPTIONS

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the Bid. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

#### INSURANCE REQUIREMENTS

Bidder will be required to issue a certificate of insurance naming Rockwood School District as additionally insured. Insurance limits must include \$1 million per occurrence for Comprehensive General Liability Insurance (personal and property damage), Workman's comp (as required by law), personal and automotive liability.

### **CONTRACT TERMS AND CONDITIONS:**

#### INTRODUCTION TO THIS SECTION

The successful Bidder may be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFQ. These terms and conditions also will be included in any purchase order(s) issued by the District. In submitting a bid, the Bidder agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions

are not to be considered complete, and other terms and conditions will be included in any resulting contract.

#### WARRANTY ON PRODUCTS

Contractor warrants that all Products covered by this Agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or goods or by payment for them.

#### INSPECTION AND ACCEPTANCE

No Products received by the District pursuant to this Agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said Products. All Products which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection, or at any later time if the defects contained in the Products were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall not exclude any other legal, equitable or contractual remedies the District may have.

#### INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, workers' compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Workers' Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Products under this Agreement.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Products.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

#### TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Products delivered and accepted up to the date of termination.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

### INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto), which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's Products actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

### GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

### REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Coordinator Maintenance and Grounds and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the Products provided by Contractor and issues related to the Products. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

### ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

### LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to provide the Products.

### CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Products required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Products on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

### INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the providing of the Products, and in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Products, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

### NON-DISCRIMINATION

The District actively follows a policy of nondiscrimination on the basis of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-Era-veteran-status. The District also complies with the following laws and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Humans Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations. By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

### **SPECIFICATIONS:**

Proposed products should meet or exceed the following specifications:

Provide and deliver 48 tons bulk Diamond Pro Red Infield Conditioner - Diamond Pro Red Infield Conditioner is made from mined shale or clay which is heated in a rotary kiln to drive off moisture. This heating process causes the shale or clay to expand. No chemicals are added to the expanded materials. The final chemical structure is primary noncrystalline silicates. Appearance is a fine-to-course granular solid, dark red in color, and has no odor.

- Quantity: 48 cubic tons bulk
- Quote shall include price per ton and delivery/freight charges to the District's Grounds Department located at:

Rockwood School District  
Grounds Department  
Attn: Steve Meyers  
16025 Clayton Road  
Ellisville, MO 63011

- Lead time shall be included in quote

- Product warranty shall be included in quote
- Quotes must be valid for 60 days
- Pricing must be good from July 1, 2022, through June 30, 2023.
- Vendor must be capable of accepting a purchase order from Rockwood School District.

Please contact Steve Meyers at (636) 891-6999 or [meyerssteve@rsdmo.org](mailto:meyerssteve@rsdmo.org) with any questions.

Thank you for your interest in working with the Rockwood School District. Feel free to contact me with any questions.

Sincerely,

Steve Meyers  
Grounds Supervisor

**ACKNOWLEDGEMENT FORM**  
 (Complete and return as part of your quote)

The Bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Quote (RFQ) and as modified by any addenda.

_____	_____	_____
Company Name	Representative's Name	Title

_____	_____	_____	_____
Address	City/State/Zip	Telephone #	Fax #

\_\_\_\_\_

E-mail Address

_____	_____
Years in Operation	Years under current structure and/or under previous structure

1) Name of Company's Officers:

NAME	TITLE
_____	_____
_____	_____
_____	_____

2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFQ and that the terms and conditions set forth in the Quote will remain open for at least 90 days from the deadline for submission of Quotes.

\_\_\_\_\_

Company Officer's Name

_____	_____
Signature	Date