

## LindberghSchools

### GENERAL TERMS AND CONDITIONS FOR VENDORS/BIDDERS

**GEN - GENERAL INFORMATION FOR VENDORS/PROPOSALS** -- The section referred to as "General Information for Vendors/Bidders" contains general information about the District's business and Proposal procedures. Items may or may not be applicable in every Proposal. Please keep this section for future reference.

#### **GEN-1 GENERAL INFORMATION**

1. All parties are identified by their legal business names, example Lindbergh Schools
2. All contracts should be written using Lindbergh Schools and 9350 Sappington Rd. St. Louis, MO 63126
3. Listed under "Specifications for RFP" are items for which Lindbergh School District is seeking Proposals for a specified period of time.
4. Proposals must be received by uploading through Vendor Registry. All vendors must register on Vendor Registry to receive Proposal documents, addendums and to upload Proposals. No exceptions. Late Proposals will be unable to be uploaded through Vendor Registry, the site will close.
5. It shall be the vendor's sole responsibility to ensure their RFP was uploaded through Vendor Registry prior to the deadline date and time. Lindbergh Schools is not able to view Proposal documents until Proposal close date & time.
6. Proposals may not be withdrawn after scheduled closing time for the receipt of Proposals. Errors or omissions can be corrected by a telephone call with a follow-up in writing until the time of Proposal opening. Proposals shall then be deemed final, conclusive and irrevocable, and shall not be subject to correction or amendment.
7. Vendor will enter into an agreement with the District made under the laws of the state of Missouri, and for all purposes shall be construed in accordance with the laws of said state without regard to principles of conflicts of law. The agreement will also require that the venue for any disputes arising out of the agreement will be in the Circuit Court of St. Louis, Missouri
8. Throughout this document the terms "RFP", "RFQ" and "RFB" are to be used interchangeably.
9. Throughout this document the term "District" refers to the Lindbergh School District
10. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, information or presentation) will be borne by the proposer.

#### **GEN-2 LENGTH OF AGREEMENT**

1. Acceptance of a Proposal by the District and subsequent execution of a written agreement shall create an agreement for the vendor to sell and the District to purchase, under the terms and conditions of the Specifications, the services, equipment and/or supplies specified in the vendor's Proposal and the District's acceptance of the Proposal. Agreements can be for a specific time to complete a service project, or up to a five year period as deemed by the RFP.

**GEN-3 AGREEMENT MODIFICATION**

1. Should the vendor need clarification on stated specifications or has questions of interpretation of any specifications, the vendor shall ask for clarification through Vendor Registry by the "Request for Additional Information Date" stated in the RFP. All information will be provided by an addendum on Vendor Registry. See GEN-6 Addendum.
2. Should the vendor fail to accurately respond to the specifications of an RFP and/or omit required RFP information, the District reserves the right to disqualify the RFP based on irregularities. It shall be each vendor's responsibility to obtain and verify all the information required on RFP held within, prior to the submission of stated RFP. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this RFP.

**GEN-4 FINANCIAL ABILITY**

1. The District reserves the right to require the successful vendor to file proof of his ability to properly finance and execute the agreement, together with his record of successful completion of similar agreements. The District reserves the right to defer the acceptance of any Proposal and the execution of an agreement for a period not exceeding ninety (90) days after the date of opening the Proposals.

**GEN-5 COMPANY REFERENCES, SUBCONTRACTING AND WARRANTIES**

1. The District may request at least three (3) references, preferably educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.
2. If applicable, please attach a statement indicating whether your company proposes to use subcontractors for any aspect of the contract and identifying the proposed subcontractor in detail. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.
3. If applicable, Please attach a copy (or detailed description) of all warranties on the equipment to be supplied, plus the cost to the District of maintaining such warranties after the expiration of this agreement.

**GEN-6 ADDENDUMS**

1. As with any RFP there may be added information, deleted information, clarification of information, or any questions a vendor may have in reference to the RFP. All questions and clarifications must be provided on Vendor Registry by "Request for Additional Information Date" listed in the Proposal document and those answers and/or clarifications will be posted on Vendor Registry as well. All Proposals should view Vendor Registry for clarifications and addendums before uploading their Proposal. Vendors will propose under the same terms and conditions of the original Proposal. Thereafter, all addendums will become part of the original Proposal process.

**GEN-7 EVALUATION**

1. Upon receipt and after opening, all Proposals will be evaluated by the District. No decision as to vendor recommendation will be made at the scheduled opening. Additional

information necessary to the evaluation process will be requested from the vendor, where appropriate.

2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.
3. If applicable, sufficient inventory of specified items may be required to be maintained by the vendor during the agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the Proposal.

#### **GEN-8 BASIS OF AWARD**

1. The District's policy is to award a Proposal based upon the "lowest and best" Proposal. However, the District will also strive to select equipment, supplies and services, which best fulfill the District's overall needs. In making the award, the District will take the following factors into consideration:
  - Extent to which services and/or items meet or exceed specifications and function;
  - Vendor's ability to supply all or most items/services required;
  - Vendor's commitment to maintain a sufficient supply of items needed by the District;
  - Any prior experience or history between the District and vendor;
  - Financial strength of the company;
  - Other factors deemed significant by District officials.
2. The District reserves the right to reject a Proposal for any reason; to accept any Proposal which it deems to be in its best interest; and to reject all Proposals and solicit new Proposals. The District reserves the right to waive any technicalities and requirements in this Specifications and Proposal Form.
3. The District also reserves the right to award various portions of the contract to different vendors. In other words, the District shall have the discretionary right to select any or all of the items in the Proposal at the Proposal price. Vendors may exclude items listed when submitting their Proposals. However, favorable consideration will be given to those vendors, which can supply all, or most of the items listed. However, if the RFP specifications call for a PRIME vendor, only one vendor will be selected.
4. The Proposal constitutes an offer to the District to supply some or all of the items included in the Proposal. Absent acceptance of part or all of the Proposal and execution of a written agreement by the District, the District is in no way obligated to the vendor. The District will promptly notify all successful vendors of any action to be taken. Others should contact District officials for information about the award.
5. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of such circumstances include, but shall not be limited to: budget/financial considerations; vendor service/product no longer required; and unsatisfactory vendor performance (see GEN-9), etc.

#### **GEN-9 POOR OR NONPERFORMANCE**

1. During the term of the contract/agreement, the District may terminate for nonperformance, poor performance, late delivery, or other causes. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District shall give the vendor written notice thirty (30) days prior to termination. The District may thereafter procure products or services from other vendors.

2. The vendor takes all responsibility for substandard or defective materials and will replace all items as requested.

#### **GEN-10 DOMESTIC PRODUCTS PROCUREMENT**

1. The District encourages its staff to purchase or lease products manufactured, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.
2. It is also the policy of the District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)
3. The Board of Education may make awards to local businesses located within Lindbergh Schools and pay property taxes received by Lindbergh Schools.

#### **GEN-11 BILLING AND PAYMENT**

1. When applicable, all shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, quantity and item(s) shipped along with proper shipping address. The preferred method invoice should be sent to [AP@LindberghSchools.ws](mailto:AP@LindberghSchools.ws) or by mail to 9350 Sappington Rd., St. Louis, MO 63126 and show the purchase order number, quantity and item(s) shipped with price(s).
2. Payments will be made in accordance with Lindbergh Schools payment cycles.

#### **GEN-12 DELIVERY**

1. All equipment, supplies, or services shall be delivered as specified on the District's purchase order or in the RFP. Bulk items, items requiring freight shipping or a pallet must be delivered to the Lindbergh Schools Support Service Center at 9400 Watson Rd. St. Louis, MO 63126. If a vendor must deliver directly to a school they must be cognizant of the office hours and traffic patterns to avoid disruptions to the school day.

#### **GEN-13 PRICE**

1. Price(s) will be mandated by the RFP specifications and the length that prices will stay in effect will be mandated by the RFP specifications.
2. Deletion of Items - The District reserves the right to delete any or all escalated items from the agreement if the item(s) can be purchased more economically from another source.

#### **GEN-14 COLLUSION CLAUSE**

By submission of this Proposal, each vendor, anyone signing on behalf of a vendor, and in the case of a joint Proposal, each party thereto, certifies under penalty of perjury, that to the best of his knowledge and belief:

The prices of this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor; Unless otherwise required by law, the prices which have been quoted in this Proposal have not

been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and no attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

**GEN-15 TAX EXEMPT STATUS**

1. The vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the vendor which are legally enacted when Proposals are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
2. As set forth in 144.062 RSMo and 144.030 RSMo, contractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for" the District are exempt from paying sales tax. The official State Tax exemption certificate will be furnished to the contractor. The quoted phrase was taken directly from the statute.

**GEN-16 "OR EQUAL"**

1. Whenever material, article or piece of equipment is identified in the specifications by reference to manufacturers' trade name(s) etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform the duties imposed will be considered equal provided the material, article or equipment so proposed is, in the opinion of the Purchasing Office or using department, of equal substance and function. **However, in some instances, the District will insist on specific brand names to meet District needs and requirements and will not permit "substitutes" or "or equals."**

**GEN-17 TOBACCO FREE ENVIRONMENT**

1. Lindbergh Schools has adopted a tobacco free policy effective July 1, 1997. No tobacco products may be used in the facilities or on the grounds.

**GEN-18 INDEMNIFICATION**

1. To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District, its Board of Education, Board Members, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.
2. By responding to this RFP, all vendors acknowledge and agree that the District cannot and will not agree to indemnify, defend or hold harmless the vendor in any manner.

**GEN-19 SECURITY IDENTIFICATION BADGES (as related to on site work with services and construction)**

1. All vendor employees servicing, repairing, or delivering within the school buildings will be required to sign-in at the front office and receive a temporary visitor pass.

## GEN-20 CONSTRUCTION PROJECTS – CONTRACTORS & SUBCONTRACTORS

1. Pursuant to Section 292.675 RSMo the construction contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.
2. It shall be mandatory upon the contractor and any subcontractor under him/her to pay not less than the specified rates to all workmen employed by them in the execution of the contract, (see 290.250, RSMo).
3. Contractors and subcontractors shall forfeit as a penalty to the state, county, city and county district or other political subdivision on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him/her or by any subcontractor under him/her, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect, (see 290.250 RSMo).
4. Contractor must post a legible list of all prevailing wage rates in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. Notice must be posted during the full time that any worker is employed on the job, (see section 290.265, RSMo).
5. Lindbergh Schools will make final payment only after the vendor has filed an affidavit of Compliance with the contracting public body, (see section 290.290 and 290.325, RSMo). Before final payment will be made, the contractor and all subcontractors must file an Affidavit of Compliance with the contracting public body. No payment can be legally made by the public body (Lindbergh Schools) to the contractor(s) until this affidavit is filed in proper form and with the public body (Lindbergh Schools ).
6. All workmen must be experienced in this line of work, the job site must be left in a clean first-class condition, and free of debris.
7. The Contractor shall comply with all applicable state laws, municipal ordinances and the rules and regulations of governing authorities. The Contractor shall observe all regulations governing the provisions of the State Workers Compensation Law. The Contractor shall save and hold harmless the District from and against all liability, claims and demands on account of personal injuries, property loss or damage of any kind whatsoever connected with the performance and agreement entered into with the District.
8. Only Missouri laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo). Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at [http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp) or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>. Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indian, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin.

9. *Current Prevailing Wage Order* issued by the Missouri Division of Labor Standards will apply to all construction projects.

#### **GEN-21 VENDOR REQUIREMENTS**

1. The vendor shall possess all current permits and licenses for operation. – IF APPLICABLE
2. No vendor staff will be under the influence of alcohol and/or drugs in the performance of their duties with the District. Rudeness, vulgar or obscene language or inappropriate physical contact will not be tolerated.
3. All schools have a visitor management system, which will require an electronic registration via a scan of the individual's drivers' license at each visit.
4. Specific contracts will require that all employees, contractors and subcontractors working for or associated with the vendor, who will be on any school premises (while students are present), must have cleared both a Missouri Highway Patrol and a FBI background check. No vendor employee, contractor or subcontract will be allowed on any District premises who is a registered sex offender.
5. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the school board: including any committee member for the purpose of influencing consideration of this RFP.
6. It shall be each vendor's responsibility to obtain and verify all the information required on this Proposal, prior to the submission of the Proposal. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of this Proposal. No claims of misinterpretation or lack of understanding of any information relating to this Proposal will be accepted after the closing date and time.
7. **Vendors are expected to utilize Vendor Registry or Project Lead as the sole representative for ALL information regarding this RFP. Vendors, who contact any other district employee or representative of the District regarding the subject of this RFP, are subject to disqualification.**
8. The vendor must disclose if they have been in business for less than five years.
9. The vendor will not assign any of the rights, duties, or payments arising under any agreement to any third party without the consent of the District.
10. The vendor will disclose if any employees of their company are employed by Lindbergh Schools, including persons who may have been a substitute in the district or have retired from the district.
11. It is the intent of this RFP and specifications to select a vendor or vendors to create a working agreement between all parties. The District however is under no obligation to assign, reward or select any vendor for the fulfillment of this RFP.
12. By submitting a RFP, the vendor specifically agrees that the decision of Lindbergh Schools is final and binding and agrees to all contents of this RFP.
13. The vendor will comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws, as well as the applicable Policies and Regulations of the District's Board of Education.
14. Every provision of law and clause required by law to be inserted in any agreement with the District will be deemed to be inserted and the agreement will be read and enforced as though it were included.
15. No vendor will perform service or deliver a product without a District purchase order.
16. It is expected that the vendor will provide their best pricing and services on this RFP.

**GEN-22 SERVICES WHERE VENDOR'S STAFF INTERACT WITH STUDENTS**

1. All vendor staff will be required to have an FBI/Highway Patrol Background Check which includes fingerprints. The charge for this process will be paid by the vendor for all of their staff who will be in District facilities working with students.
2. Any vendor's staff who have been convicted of a felony or misdemeanor may not be allowed to provide services to the District.
3. Any of the vendor's staff who are listed on the sex registry may not be allowed to provide services to the District.
4. All of the vendor's staff who will be on any District premises will have their name run through the Missouri State Highway Patrol/Missouri Department of Social Services Child Abuse or Neglect Criminal Records check. There is no charge for this service.
5. It is the total responsibility for the vendor to insure that their staff's paperwork mentioned above is on file at our HR Department. If it is found that a vendor staff does not have the appropriate forms on file, they will be asked to leave the District premises until all forms are on file with the District Human Resource Department.

**GEN-23 INSURANCE REQUIREMENTS**

Vendors, contractors and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration for any service or project and through the period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating or A-IX or higher:

Errors and Omissions Coverage, vendor shall in good faith obtain errors and omissions coverage and provide certificate of coverage with written agreement. Any fee related to errors and omissions coverage must be itemized and not included in the flat fee cost.

**GEN-24 GOVERNING LAW, JURISDICTION AND VENUE**

1. The agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under the agreement, the venue for such actions shall be the Circuit Court of St. Louis, Missouri.

**GEN-25 CONFIDENTIALITY**

1. To the extent that is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 10 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act (HIPAA), and will indemnify the District for any damages suffered by it, by reason of vendor's failure to comply.

**GEN-26 VENDOR AWARD**

1. Per board policy Lindbergh School Representatives shall 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 corded 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.

**GEN-27 FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY) -**

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

**GEN- 28 Lindbergh Schools Preferred Method of Payment**

1. Automated Clearing House is a secure network that moves electronic payments between bank accounts. ACH payments have the lowest fraud rate of any transaction method in the United States.

**GEN- 29 Acknowledgement**

1. Please include Acknowledgment of the Lindbergh Schools General Information for Vendors/Bidders in your contract.

**If you have any questions about our General Conditions contract Joël Cracchiolo,  
joelcracchiolo@lindberghschools.ws**