

Joplin Schools



REQUEST FOR PROPOSAL

Prime Vendor Chemical Bid

“1-year contract with a 4 year renewal process”

Proposal must be entered into bidadvantage.interflex.net

Due By: March 23rd, 2020 at 12:00pm CST

Request For Proposal

Prime Vendor Chemical Bid

General Information

The Joplin Schools will accept proposals for Prime Vendor Bid as described in the attached request. A copy of Joplin Schools bid policy is attached and made a part of this RFP.

Estimated Timetable:

| | |
|---|--|
| Release of RFP | March 9 th , 2020 at 02:00pm CST |
| Bidders Question to the District | March 16 th , 2020 at 12:00pm CST |
| Response to Question/Clarifications | March 20 th , 2020 at 12:00pm CST |
| Deadline for submittal of RFP | March 23 rd , 2020 at 12:00pm CST |
| Lowest Bidder notified of test period and product evaluated for Quality | March 24 th , 2020 at 2:00pm CST |
| Evaluation of Quality (Test Period) | April 1 st , 2020 through May 22 nd , 2020 |
| Recommendation to Board | June 23 rd , 2020 |
| Notice of Awarded Vendor | June 30 th , 2020 |
| Product Installation | July 1 st 2020 through August 15 th , 2020 |

Evaluation and Selection Criteria

| | |
|--|------|
| • Cost / Fixed Fees (Weekly, Monthly, or Annually) | 0-30 |
| • Feedback from references, company stability and commitment | 0-25 |
| • Satisfaction with Product and Service (after test period) | 0-25 |
| • Adherence of the proposal to response format | 0-10 |
| • Overall experience with Company | 0-10 |

Proposals will be evaluated to determine which proposal best meets the needs of the District. While a cost is an important criteria, this will not be the dominant factor for the bid. Cost will be particularly important when all other evaluation criteria are relatively equal.

Questions must be submitted by March 16th, 2020 12:00pm CST and addressed to:

Dani Bowling

Supervisor of Shipping and Receiving

Danibowling@Joplinschools.org

BID TERMS AND STANDARD CONDITIONS

- This contract will be for the period of one (1) year and Joplin Schools reserves the right to negotiate prices for the successive four (4) years, providing service and products have been satisfactory.
- Acceptance of a bid by Joplin Schools will be in the form of a regular purchase order, contract, or special notice to be issued with 30 days of the bid opening.
- Joplin Schools reserves the right to reject any or all bids, in part or completely, and to waive any informality in bids received.
- By submission of bid, bidder certifies that he/she has ability to make delivery of items for which he/she bids within a period not exceeding 30 days after receipt of order or award, unless specifically stated by line item. In the event that more than 30 days will be required, he/she shall state the number of days, which will be required for each item not available for delivery within the 30-day period.
- In case of default of contractor in making deliveries as per contract, Joplin Schools may procure the articles or services from another contractor and hold the contractor responsible for all excess costs occasioned thereby. Bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retaining his/her name on bid list.
- Bids on items, which are proposed as "equal" to base specifications, must show name of manufacturer, brand name, and catalog number, if any. In addition, bidder will furnish samples and complete specifications on such items if and when requested by Joplin Schools. In all such cases, the burden of establishing equality is upon the bidder and failure to do so within a reasonable time will result in rejection. Alternative bids (those on items which do not meet minimum specifications or which are submitted under highly restrictive conditions) will not be considered unless no other type bid for the item is received.
- In case of tie bids, with all other factors considered equality, award will be to only one of the low bidders. "Splitting" will be avoided and award of previous contracts will not be a factor.
- Final inspection and acceptance or rejection will be made after delivery. Items rejected because of nonconformance shall be removed and replaced immediately with those that meet specifications.
- Quality, time of performance, probability of performance, and location of bidder will be factors in award of all contracts.
- In the event of any conflict between this policy and the bid proposal or terms submitted on any particular contract or purchase, the terms and conditions set forth in this policy shall take precedence.
- A copy of this policy shall be furnished to all prospective bidders who are invited to bid on any contract with or purchase from Joplin Schools, and the same shall become and be a part of each invitation to bid. Policy Descriptor Code: DJF-1 Purchasing is attached.

Fuel charges should be included in the bid price. We will not pay fuel or delivery charges.

GENERAL INFORMATION REGARDING BID:

- Consideration will be given only to those companies that respond to product as documented in these bid specifications. Inability to comply with the specifications could result in disqualification.
- If product bid is different from the specifications, bidder must submit samples prior to bid opening.
- Samples must be clearly marked with manufacturers and distributor name, product number, pack and size.
- All products delivered will have been processed and packed in accordance with good commercial practices.
- If lowest bidder is different from our current provider, a three-month trial at one school of the district's choosing will be necessary to evaluate quality prior to the end of the school year. If product is deemed acceptable, the district holds the right to transfer all remaining product from current provider for usage in a single school the follow year until such time as all product is used.
- Proposals shall be submitted through the **Interflex BidAdvantage system**. Bidders should complete the Specifications tab of this Excel file for those items they wish to bid on and upload the file into the Interflex BidAdvantage system. You may also be required to send a printed copy and any other required documents to the operator please refer to the bid documents provided by the operator to determine if a hard copy or printed copy must be returned. Please follow all instructions provided by the operator pertaining to this bid - failure to do so may disqualify your bid. Please use the Instructions and Key tabs included in this file to guide you in completing your quotes.

Following is a Dish Machine Analysis of total Racks washed, with current school enrollments.

- 500,659 Racks Washed in SY 2017-2018
- 519,216 Racks Washed in SY 2018-2019

| <i>SCHOOL</i> | <i>ADDRESS</i> | <i>POPULATION</i> |
|----------------------------|--------------------------------|--------------------------|
| Cecil Floyd Elementary | 2201 W. 24th Street | 555 |
| Columbia Elementary | 610 W. "F" Street | 210 |
| Soaring Heights Elementary | 4604 E. 20th Street | 469 |
| Eastmorland Elementary | 1131 Highview Street | 242 |
| Irving Elementary | 2901 S. McClelland Blvd | 469 |
| Jefferson Elementary | 130 McKinley Street | 196 |
| Kelsey Norman Elementary | 1323 E. 28th Street | 286 |
| McKinley Elementary | 610 S. Forest Street | 346 |
| Royal Heights Elementary | 2100 Rolla Street | 234 |
| Stapleton Elementary | 101 E. 41st Street | 414 |
| West Central Elementary | 1001 W. 7th Street | 192 |
| North Middle School | 102 Gray Street | 605 |
| East Middle School | 4594 E 20 th Street | 599 |
| South Middle School | 900 E. 50th Street | 542 |
| Joplin High School | 2104 Indiana Avenue | 2145 |
| Joplin Early Childhood | 2825 S. McClelland Blvd | 250 |

AWARDING OF BIDS

- Award will be made based on: Cost / Fixed Fees (price per rack) 30%; Feedback from references 25%; Satisfaction of Product and Service 25%; Adherence of the proposal to response format 10%; and Overall experience with Company 10%.
- Awards will be awarded as a Prime Vendor, the combined products contracted through a sole vendor. Limitations or Restrictions should be noted on the bid.
- Joplin Schools reserves the right to accept or reject any and all bids or parts thereof.

COMPLIANCE WITH SPECIFICATIONS:

- Brand must be specified in the column provided.
- Brand or grade substitution on delivery will be refused unless preauthorized the by the Director of School Nutrition.
- Lack of requested information will result in "NO BID" for that item.
- Delivery is guaranteed by the bidder on all items for which a bid is submitted. Failure to deliver as guaranteed, or any other default by the bidder, may result in the disqualification of the bidder from future bidding.
- Delivery tickets shall accompany all deliveries or packing slips. Tickets shall contain the following information for each delivery: Site Location, Contract Number and/or Purchase Order Number, Name of Article, Item Number, Quantity, and Name of Successful Bidder.
- The contractor shall be responsible for delivering all items in first class condition and in accordance with good commercial practices.
- Dispensing equipment must provide rack counts for cost comparisons.

CONTRACT PROVISIONS:

- All contracts awarded by the Board of Education having a value of more the 15,000.00 shall require the successful vendor to be in compliance with "Equal Employment Opportunity", as supplemented in Department of Labor regulations (41CFT Part 60)
- As required by the U.S. Department of Agriculture, all contracts awarded by the Board of Education having a value of more than \$100,000.00 shall require the vendor to submit a signed certification form regarding debarment, suspension, ineligibility, and voluntary exclusion and lower tier covered transactions and a signed certification form regarding lobbying.
- Federal Work Authorization Program ("E-Verify") Form
- Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of \$5000.00 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 be 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.

STATEMENTS AND INVOICES:

- One (1) copy of the itemized, priced and extended delivery invoice must be left with the Site location staff receiving the delivery. Tickets shall contain the following information for each delivery: Name of Successful Bidder, Site Location, Contract Number and/or Purchase Order Number, Item Number, Item Description, Quantity, Price and Extended Price.
- All deliveries are to be checked in and invoice signed and dated by the site staff.
- Cost of all returns shall be the responsibility of the successful bidder.

GENERAL BID SPECIFICATIONS:

- Please confirm that you have downloaded all bid documents from the opportunity that you have received. All documents that require a signature must be uploaded into Interflex BidAdvantage software system.
- Please use the “Specifications” tab on this excel document to enter your bids for this opportunity. You will then upload this information into the **Interflex BidAdvantage system** to submit your bid response. PLEASE NOTE: Making modifications to the “Specifications” tab may cause your upload process to error - this includes adding or deleting columns, fields, modifying headers, etc. Do NOT, under any circumstances, remove or edit the System ID in column A. You may alter the width and height of rows to make the file easier to read or print.
- Bids are to be entered in the green tinted columns of the excel document (to the right of the specifications).
- If you would like to provide multiple bids for one specification, please copy and paste the entire row. To do this, right click on the row number so that the entire row is highlighted and choose copy. Then highlight the next corresponding row number, right click and choose Insert Copied Cell. You must create a new row for each bid you make on a single specification (i.e. 3 bids, 3 rows).
- Prices may be expressed to a maximum of five (5) decimal places only (e.g. \$0.00000). The system will automatically round all prices down to the nearest fifth decimal place when uploaded if you have entered more than five (5) decimal places.
- The “key” tab will designate which fields are mandatory. All mandatory fields should be filled out on items that are being bid. If you do not wish to bid on a line item, please leave that row completely blank. Entering the word “none” or the value “0” will result in errors on the upload of your bids. If any mandatory fields are left blank on the items you are quoting on, you will be required to fill that information in during the upload process.
- Please include the following items when submitting your bid to the Operator (in addition to the upload of your quotes into the **Interflex BidAdvantage system**):
 - All completed bid documents as instructed by the Operator.
 - A printed copy of the “Specifications” tab of this Excel file.

Specification – Column Key Column Title Field Description

| | | |
|---|-------------|---|
| A | System ID | Unique Identifier for the specification's location in the database. |
| | | DO NOT ALTER OR REMOVE! |
| B | Interflex # | Line item number assigned to the specification by Interflex |

| | | |
|---|---------------------|--|
| C | Operator # | Line item number assigned to the specification by the Operator. |
| | | |
| D | Product | Category with which the specification has been Category associated. |
| | | |
| E | Description | Specification defined by the Operator. |
| | | |
| F | Pack | Type of packaging specified by the Operator (i.e. if a case is packed as 96/4 oz.). |
| | | |
| G | Quantity | Forecasted quantity of Bid Units (i.e. 450 Cases). |
| | | |
| H | Approved Products | Manufacturer(s) or Brand(s) that have been pre-approved to meet the specification of the operator. |
| | | Approved vendor's product code(s) will be listed in parentheses if provided by the Operator. |
| I | Alternate Type | Indicator of the Operator's preferences regarding the Approved Products. |
| | | |
| J | Product Manufacture | Product Manufacturer or Brand that will be supplied by the bidding vendor. |
| | | |
| K | Manufacture | SKU/code of item in Column J. r Code |
| | | |
| L | Distributor | Distributors code of item in Column J. Code |
| | | |
| M | *Pack | Number of individual units in a case. If a case is Number packed as 96/2 oz., indicate 96 here. Either the pack number or pack size is required. |
| | | |
| N | *Pack Size | Size of each individual unit in a case. Either the pack number or pack size is required. |
| | | |
| O | *Pack Unit | Unit of measure of each individual unit in a case. Use the drop down menu to select your pack size unit. |
| | | |
| P | Quantity | Total Quantity of bid units needed to equal operator forecasted quantity. |
| | | |
| Q | *Bid Unit | Unit of Measure on which the bid price is based. (i.e. Cases, pounds, servings, etc.) |
| | | |
| R | *Unit Price | Price per Bid Unit (i.e. case price). |
| | | |
| S | Extended Price | Total forecasted price: this column will automatically calculate based on Column P (Quantity) and Column R (Unit Price). |
| | | |
| T | Notes | Use for additional notes or comments regarding the bid. |

RENEWAL OF CONTRACT:

Continuation of contract with awarded supplier beyond the first year shall depend upon:

- Satisfactory review of service by Site Managers and Director of School Nutrition
- Bid price per pack vs actual cost per rack comparison. If a significant variance, the district may choose to rebid the dish machine chemicals and services.
- Dish machine detergent and rinse additive usage shall not exceed that of the previous year usage.
- Proposed price increase shall not exceed the price index for the cost of consumer goods, and price adjustments shall be submitted in writing after the first year of service with a 30 day notification period before pricing takes effect.

DATA SAFETY SHEETS

- MATERIAL SAFETY DATA SHEET information for all items must be received before the first delivery of product.

DELIVERIES

- Bid prices on items and quantities are for the period stated above.
- The Contractor shall be responsible for delivering all items to all aforementioned sites listed above in first class condition and in accordance with good commercial practices.
- Products must be approved by USDA and EPA. Sanitizer must carry an EPA registration number on the label.
- Delivery of products shall be based upon need with first delivery prior to August 24, 2020. Subsequent orders will be placed by the Food Service Office as need arises.

SERVICE

The service representative shall be technically trained by the supplier.

Service calls will be coordinated with the Nutrition Services Office to be sure the following services are provided to the satisfaction of the Site Manager and Director of School Nutrition.

- Inspection and maintenance of dispensing equipment
- Inspection of dish machine operation to check mechanical part function, gauges, valves, and rinse nozzles
- Provide technical expertise and recommendations for repair and upkeep of dish machines
- Check of chemical solutions for optimum titration and temperature
- Service each machine every six (6) weeks at no charge to consumer
- Provide written report to the Food Service Manager and Director of School Nutrition of findings and recommendations after each service call.
- Provide written Cost Analysis Report to the Director of School Nutrition of rack counts for the reporting period and Cost per Rack calculations for each site location.
- Provide training and maintenance procedures for department employees

- Provide emergency repair of dispensing equipment within 24 hours of request at no charge to consumer
- Provide emergency service pertaining to ware washing and sanitation operations within 24 hours at no charge to consumer.
- If, due to actions of Supplier, service response or equipment down time exceeds 24 hours, Supplier will provide credit to account based on additional cost of labor to wash by hand and related expenses such as substitution and use of disposable products.
- Contract may be canceled with 15 days advance notice if service is not prompt or satisfactory.
- In event of contract cancellation, Supplier must remove equipment and any remaining supplies within 30 days of notice of cancellation and credit the district for any remaining inventory on hand.

EQUIPMENT

Dispensing equipment must be UL approved with wiring secured in conduit or seal tight according to local, state and federal codes.

- All dish machines shall be outfitted with dispensers and injectors.
- Rinse injectors shall be impervious to cold or hard water.
- Sensing devices shall be lime scale resistant and have the ability to compensate for water temperature changes.
- Dispensing equipment installation will be provided and installed at expense of Supplier within 2 weeks of bid award or before beginning of next school session.
- Dispensing equipment installed must have rack count capabilities.

DOCUMENTATION

- Supplier shall submit the following documentation with the bid for all products:
 - Technical data sheets
 - Material Safety Data Sheet (MSDS)
 - Recommended product use/dilution ration to meet sanitation requirements
 - Sample labels which comply with 2005 OSHA regulations
- Supplier will supply proof of liability insurance with bid.
- Supplier shall provide Material Safety Data Sheets for the Nutrition Services Office and each Site Location.

PACKAGING

All products shall be biodegradable and packed in crush resistant cases.

STATEMENTS AND INVOICES

- One copy of the itemized, priced and extended delivery invoice must accompany each delivery and be left with the Food Service Personnel.
- All deliveries are to be checked and the invoice signed and dated by the Food Service Personnel.
- All invoices on bid items **MUST** be billed separately from the ordered items.

PRODUCTS

- While a liquid detergent system is specified, a proposal for a powder or solid form would be considered.
- Products bid other than those specified must be user-tested for a period of two (2) months before an award will be made for those such items.

SUBMITTALS:

- Proposal must be entered (uploaded) into **Bidadvantage.interflex.net** by: **March 23th 2020 by 12:00 pm CST.**
- All required documents listed below should be uploaded into bidadvantage.interflex.net by the date and time specified. You should receive a message during the upload process that upload has been "Successfully uploaded".
- If you are needing to modify your bid which has been previously uploaded, please only upload the modified items (not the whole bid). Please contact Interflex if needing assistance with this step.
- Please note delivery requirements in section "Deliveries."

Required Documents:

- Attachment A - Cost Proposal
- Attachment B - Felony Conviction Notification
- Attachment C - Federal Work Authorization (E-Verify) Addendum
- Attachment D - Federal Work Authorization Program Affidavit
- Attachment E - Reference Request Form
- Attachment F - Notary Signature

Need Assistance:

If you have a bid related question, please contact:

Dani Bowling

**Supervisor of Shipping/Receiving
Joplin Schools Nutrition Services
1420 Broadway
Joplin, MO. 64801
Danibowling@Joplinschools.org**

(417)625-5315 (Ext 2301)
(417)625-5327 (fax)

ATTACHMENT A

COST PROPOSAL

All bidders are to complete this form.

- Offer must include a cost proposal matrix (uploaded into Interflex) including all costs associated with meeting the requirements of the RFP. Services shall include: labor, materials, tools, equipment, supplies, trained personnel, insurance, travel and per diem, direct and indirect costs, overhead and any other changes necessary to provide full service delivery of food and supplies in accordance with the requirements of this RFP.
- Joplin Schools will expect bidders to hold their market value prices firm for one year during the duration of the bid period and Joplin Schools expect bidders to provide an updated price list no less than 10 business days before the new contract year.
- Joplin Schools will expect bidders to preform "Service Calls" every six (6) weeks at no charge to Joplin Schools, inspect and maintenance of dispensing equipment, inspection of dish machine's operation to check mechanical part function, gauges, valves and rinse nozzles, provide technical expertise and recommendation for repairs and upkeep of machines, check chemical solutions for optimum titration and temperature and provide the Director of School Nutrition a Cost Analysis Report of each machine performance after the Service Calls are completed.
- The information and conditions surrounding the Joplin Schools RFP has been examined and the bidder is familiar with the requirements of such undertaking.
- This bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- This bid has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of this bid, to any other bidder, competitor, or potential competitor.
- No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid.

Company Name: _____

Authorized Company Representative Name (print): _____

Authorized Company Representative Signature: _____

Date: _____ Fax Number: _____

Address: _____ Service Technician Assigned: _____

_____ Email Address: _____

_____ Phone Number: _____

Total Estimate of Vendor Proposal: _____

ATTACHMENT B

FELONY CONVICTION NOTIFICATION

All bidders are to complete this form.

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

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

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

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

Vendor Name: _____

Vendor Address: _____

Vendor Phone: _____ Fax: _____

Vendor Email: _____ Date: _____

Authorized Company Official's Name: _____

Authorized Company Official's Signature: _____

Company Official's Title: _____

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

All bidders are to complete this form.

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

Accordingly, your company:

- Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issue thereto;
- Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- Agrees that any failure by your company to abide by the requirements above will be considered a material breach of your contract with the District.

Name (print): _____ Signature: _____

For and behalf of Company: _____ Title: _____

ATTACHMENT D

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

All bidders are to complete this form.

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

- I am more than twenty-one (21) years of age; and have first-hand knowledge of the matters set forth herein.
- I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
- Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify
- Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(Individual Signature)

For: _____
(Company Name)

Title: _____

Subscribed and sworn to before me on the _____ day of _____,

ATTACHMENT E

REFERENCES

Bidders shall provide at least three (3) references from whom they have provided the same type of service:

1.

Business/School Name: _____

Address: _____

Name of Reference: _____

Address of Reference: _____

Phone Number of Reference: _____

How long has service been provided? _____

2.

Business/School Name: _____

Address: _____

Name of Reference: _____

Address of Reference: _____

Phone Number of Reference: _____

How long has service been provided? _____

3.

Business/School Name: _____

Address: _____

Name of Reference: _____

Address of Reference: _____

Phone Number of Reference: _____

How long has service been provided? _____

4.

Business/School Name: _____

Address: _____

Name of Reference: _____

Address of Reference: _____

Phone Number of Reference: _____

How long has service been provided? _____

ATTACHMENT F

NOTARY

Notary Public Name (print): _____

Notary Public Signature: _____

Date: _____

My commission expires: _____

GENERAL CONDITIONALS - RESPONSES & SUBSEQUENT CONTRACTS

SCOPE:

The following terms and conditions shall govern the submission of proposals and subsequent contracts.

DEFINITIONS AS USED HEREIN:

- The term "Request for Proposal" or RFP means a solicitation of a formal, sealed proposal.
- The term "Respondent" or "Firm" means the person or entity submitting a formal sealed proposal.
- The term "District" means Joplin Schools.
- The term "Board of Education" means the governing body of the District.
- The term "Contractor" or "Vendor" means the Respondent awarded a contract under this proposal.

COMPLETING PROPOSAL:

- All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the Respondent and required information must be provided. The contents of the proposal submitted by the successful Respondent will become a part of any contract award as a result of this solicitation.
- Joplin School will expect bidders to hold their prices firm for a period of one year regardless of the quantities purchased.

REQUEST FOR INFORMATION:

- Any requests for clarification of additional information deemed necessary by any Respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective Respondents. Verbal responses and/or representations shall not be binding on the District.

CONFIDENTIALITY OF PROPOSAL INFORMATION:

- All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Joplin Schools and will be part of public record.

NEGOTIATION:

- The District reserves the right to negotiate any and all elements of this proposal. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

TERMINATION:

- Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.
- a. TERMINATION FOR CONVENIENCE
In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
- b. TERMINATION FOR CAUSE
Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. TERMINATION DUE TO UNAVAILABILITY OF FUNDS
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred by not amortized in the price of the supplies or services delivered under the contract.

SAFETY:

- All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

RIGHTS RESERVED:

- The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the District. The District reserves the right to use the services of multiple firms.

RESPONDENT PROHIBITED:

- Respondents are prohibited from assigning, transferring, convening, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

DISCLAIMER OF LIABILITY:

- The District, or any of its agencies, will not hold harmless or indemnify any Respondent for any liability whatsoever.

HOLD HARMLESS:

- The contractor shall agree to protect, defend, indemnify, and hold the Board of Education, Joplin Schools, its officers commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

LAW GOVERNING:

- All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

ANTI-DISCRIMINATION CLAUSE:

- No Respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

CONFLICT OF INTEREST:

- The successful Respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of the District and no member of this provision renders the contract void. The contractor further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

COSTS:

- All costs incurred in the preparation of the response to this request for proposal shall be the sole responsibility of the Respondent.

USDA NON-DISCRIMINATION STATEMENT:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the

Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

****This institution is an equal opportunity provider. ****

Policy Descriptor Code: DJF-1 Purchasing

The purpose of this policy and any related administrative procedures is to ensure that all purchases of supplies, equipment and services are made in compliance with state and federal law and good business practices. The Board recognizes the importance of a sound fiscal management program and expects district staff to maximize the resources available for the district's educational program and to be good stewards of public funds by exercising fair, competitive purchasing practices. The district will respect its financial obligations and will also require that providers meet their obligations to provide quality products and services in a timely manner to the district. All purchasing will be conducted in a manner that provides full and open competition consistent with the standards of state and federal law.

All funds deposited with the district, regardless of source, are considered district funds and are subject to this policy. No contract will be entered into or bill paid without the proper documentation and without an affirmative vote from a majority of the whole Board. Purchases that may exceed \$15,000 must have prior Board approval unless this policy's emergency provisions are applicable.

The Board encourages district staff to purchase products manufactured, assembled or produced in the United States.

Purchasing Supervision

The chief financial officer will serve as the district's purchasing officer or will designate a purchasing officer. The purchasing officer will supervise district purchases of products and services and may authorize purchases on behalf of the district that comply with the Board adopted budget and this policy.

The superintendent, in consultation with the purchasing officer, shall develop procedures to implement this policy in a manner that will meet the district's needs while protecting the district's resources. These procedures will comply with all applicable laws and will centralize and provide oversight of all purchasing decisions.

Competitive Purchasing

District staff will research all purchases and compare prices prior to making decisions regarding the expenditure of district funds, unless a purchase is covered by an exception pursuant to this policy. Employees are expected to contact multiple providers before making a decision regarding purchases under \$1,500. Purchases ranging from \$1,501 to \$4,500 shall be made on the basis of oral quotes from reputable suppliers. Purchases ranging from \$4,501 to \$15,000 shall be made on the basis of at least three written quotes. Purchases over \$15,000 will be bid in accordance with procedure and submitted for Board action.

The district will select the lowest or best bid. 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.

The district will only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions detailed by the district. Among other factors detailed in the bid specifications, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Unless bids are for a one-time, specific purchase, bids will apply to purchases for up to the next 12-month period. Bid threshold amounts should reflect the known or estimated costs anticipated over the 12-month period. Bid periods that are over or under 12 months require approval by the superintendent or purchasing officer.

When the purchasing officer determines that it is in the best interest of the district, products or services may be purchased by competitive negotiations or proposals rather than competitive bids. Likewise, the superintendent, in consultation with the purchasing officer, is directed to create procedures that allow the district to benefit from cooperative purchasing and address unusual situations such as purchasing when there is a single feasible source for the purchase. The superintendent is also directed to create a process whereby authorized providers are selected for frequent purchases, while still monitoring the competitiveness of these providers. If the purchase is from a single-source provider, bid documentation must include an explanation of why a single-source vendor must be used and must be submitted to the superintendent or purchasing officer for review and approval.

Purchases Involving Federal Funds

In addition to the requirements of this policy and the accompanying procedure, when federal funds are used the provisions of policy DJFA and related procedures must be followed.

Emergency Situations

Unless competitive bidding is required by law, the superintendent may waive the requirement for 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 and only when necessary to alleviate the emergency.

Debarred or Suspended Providers

The district will not do business with providers who have been suspended or debarred on a state or federal level. District employees are directed to verify that selected providers are in good standing before making a purchasing decision.

Confidentiality

Sealed bids and related documents will be kept confidential until bids are opened. District staff will not disclose offers, bids or price quotations to competitors except as necessary to conduct negotiations beneficial to the district or as required by law. All contract negotiations

and related documents are considered closed until a contract is executed or all proposals are rejected.

Credit and Purchasing Cards

Authorized district employees and Board members may use credit cards or purchasing cards issued to the district to make purchases for the district or to pay for reasonable travel expenses incurred when performing job duties. Employees and Board members will not use these cards to circumvent the bidding and purchasing requirements established by law and Board policy. All purchases made using district cards must be attributed to the appropriate budget code and must conform to the Board-adopted budget. Unless otherwise authorized by the Board, only the superintendent and the purchasing officer will have access to a district credit card, and the Board will set the amounts that may be charged to those cards.

The Board will approve which employee positions will be issued district purchasing cards and the limitations on the cards. The superintendent, in consultation with the purchasing officer, will annually review and revise the list of persons receiving district cards and the limitations on those cards. The annual review will ensure that only the employees who appropriately utilize the cards have access to them and that the limitations on the cards do not exceed the amounts of the projected expenditures to be made with the cards. The Board will annually approve all modifications prior to implementation.

Any employee or Board member using a district card shall sign a card usage agreement and will receive training on applicable procedures for card use. District employees and Board members issued a card must provide documentation, such as receipts and applicable budget codes, justifying expenditures. The purchasing officer will examine all documentation prior to payment and will notify the superintendent or designee immediately if any purchase was made in violation of law or district policies or procedures.

All employees and Board members issued a district card must take all reasonable measures to protect the cards against damage, loss, theft or misuse. Any damage, loss, theft or misuse of the card must be reported to the superintendent immediately. No person may use the card other than the authorized employee or Board member to whom the card was issued. District employees and Board members will surrender all cards upon completion of their employment or term with the district or upon demand by the district.

Prohibited Activity and Reporting Requirements

The district expects all staff members to comply with the letter and intent of all district policies and procedures regarding purchasing. Under no circumstances may employees use district funds to make unauthorized or personal purchases. Staff members may not artificially divide purchases to avoid bidding requirements or design bid specifications to favor a particular provider.

All district employees must report suspected fraud, theft or misuse of district funds to the superintendent or purchasing officer immediately. District employees may be disciplined or terminated from employment for failing to follow Board policy or district procedures and for any misuse of district resources, including district credit and purchasing cards.

The superintendent or purchasing officer will contact law enforcement and file a report or sign a complaint on behalf of the district in situations where a crime may have occurred.

Policy Descriptor Code: DJFA Federal Program and Projects

The purpose of this policy is to ensure that federally funded programs and projects in the district are administered in accordance with federal laws. Specifically, this policy governs all purchases of goods and services using federal funds and reflects federal conflict of interest rules applicable to Board members, employees and agents involved with the selection of contractors and the approval and administration of contracts for federal programs and projects.

Definitions

Agent – A person or entity acting on behalf of the district who is not an employee of the district.

Contract – As used in this policy, a legal instrument by which the district purchases property or services needed to carry out a program or project funded by a federal award.

Contractor – A person or entity with which the district has an executed contract to carry out a federal program or project. A contractor does not include an entity with which the district contracts that received a federal award or sub award directly from a federal or state agency.

Gratuity – A favor, gift or anything of monetary value.

Immediate Family – A spouse or dependent child of a Board member, employee or agent or any person living in the household of a Board member, employee or agent.

Labor Surplus Area (LSA) Firm – A business located in a civil jurisdiction, such as a county or city, which is designated as an LSA by the U.S. Department of Labor's Employment and Training Administration.

Real, Apparent or Potential Conflict of Interest – A situation in which a Board member, employee or agent; any member of a Board member's, employee's or agent's immediate family; any business partner of a Board member, employee or agent; or any organization that employs or is about to employ a Board member, employee or agent has a financial or other interest in a firm the district is considering contracting with or would receive a tangible personal benefit from a firm considered by the district for contracting. A financial interest does not exist if the value of the interest is less than \$25.

Federal Programs Administration

The superintendent shall be responsible for coordinating and administering federally funded programs and projects. The superintendent will ensure that the various departments operating these programs and projects do so in accordance with the requirements of the federal award and keep accurate and separate records, as required by Board policy and in accordance with administrative procedures. The superintendent may delegate one or more of his or her duties to appropriate employees.

If the superintendent is not the purchasing officer for the district, the superintendent will work with the purchasing officer to ensure that goods and services purchased through federal awards comply with state and federal requirements.

Procurement

In addition to following the requirements of state law, Board policy and district procedures, the purchasing officer will ensure that all supplies, equipment and services purchased with federal funds are purchased in accordance with federal law. No purchase will be made unless the purchase was authorized in the approved budget for administration of the grant. Every purchase will be identified in district accounts in accordance with the federal program under which the purchase was made.

Bids and Requests for Proposals

Bid specifications and requests for proposals 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.

Bid specifications will not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used to define the performance or other requirements. The specific features of the named brand that must be met must be clearly stated.

Pursuant to federal law, the district will not use local or state purchasing preferences when purchasing goods or services related to a federal contract.

Contractors who develop or draft specification requirements, statements of work or invitations for bids or requests for proposals for the district must be excluded from bidding on the project.

In addition to the purchasing preferences required or permitted pursuant to state law, when making purchases with federal funds the district will:

1. Take all necessary affirmative steps to ensure that small businesses, minority businesses, women's business enterprises and LSA firms are used when possible. To that end, the district will:
 - Place qualified small businesses, minority businesses and women's business enterprises on solicitation lists.
 - Solicit bids from small businesses, minority businesses and women's business enterprises when they are potential sources.
 - Divide total project requirements into smaller tasks or quantities, when economically feasible, to permit maximum participation by small businesses, minority businesses and women's business enterprises. This provision shall not be

used to artificially divide purchases to avoid bidding requirements or design bid specifications to favor a particular provider.

- When conducive with the program or project, establish performance and delivery schedules that encourage small businesses, minority businesses and women's business enterprises to participate.
2. Purchase only items that contain the highest practicable percentage of recovered materials, as defined by the Environmental Protection Agency (EPA), consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
 3. Use solid waste management services in a manner that maximizes energy and resource recovery.

The purchasing officer or designee may search state and federal surplus property offerings to determine whether any items the district needs are available at a lower cost without sacrificing quality.

Contracts

-When making purchases using federal funds, the district will not use a time and materials contract unless there is a determination that no other contract is suitable and the district includes a ceiling price and oversees the project to ensure efficiency.

-The district may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

-The purchasing officer or designee will resolve contract and procurement disputes in accordance with good administrative practice and sound business judgment. The purchasing officer is authorized to contact the district's legal counsel for assistance in resolving disputes.

Conflict of Interest

In addition to acting in accordance with Missouri laws governing conflicts of interest and financial disclosures, Board members, employees and agents participating in the procurement of property and services using federal funds must comply with federal requirements. In cases where federal requirements are more restrictive than state requirements, federal requirements will be followed.

1. Board members, employees and agents who are or may be involved in the selection, award or administration of a contract supported by a federal award will submit, in writing, any real, apparent or potential conflict of interest to the superintendent or designee or the Board secretary. The recipient of the report will forward any disclosures to the awarding state or federal agency in accordance with the reporting policy of the agency.
2. No Board member, employee or agent will participate in the selection, award or administration of a contract supported by a federal award if he or she has a real, apparent or potential conflict of interest.
3. Board members, employees and agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, parties to subcontracts or any vendor who is attempting to be a contractor for a federal program or project, but may accept

unsolicited gifts of nominal value. For the purposes of this policy, a gift of nominal value is defined as an unsolicited gift of \$25 or less.

Consequences

Board members, employees and agents are required to immediately report any violation of this policy to the superintendent or Board president. In accordance with federal law, Board members, employees and agents will, within five days of the violation, report all violations of federal criminal law involving fraud, bribery or a gratuity violation potentially affecting the federal award, even if no charges have been filed, to the superintendent, designee or Board president. The superintendent, designee or Board president will submit information about the violation to the federal awarding entity and will contact the district's attorney for assistance in making that report. See 2 C.F.R § 200.113.

Board members who violate the provisions of this policy will be prohibited from holding a Board office or representing the full Board, as an official spokesperson or otherwise, in the community unless excused by the Board. Employees who violate this policy will be disciplined or terminated, and the district will reconsider and potentially end business relationships with agents who violate this policy. In addition, violations of this policy or the laws it references may be reported to law enforcement, the Missouri Ethics Commission, the Attorney General's Office or DESE and other applicable funding agencies.