

Memorandum

To: **Prospective Bidders**
From: Dr. Josh Isaacson, Superintendent
Date: 1/30/2019
Re: **All-Inclusive Playground Project**

Enclosed is a Request for Proposal (RFP) for a **All-Inclusive Playground Project**. The proposed Agreement calls for the **adapting the current playgrounds at Athena Elementary and Vineland Elementary schools to be all-inclusive, including providing a design and layout to incorporate new and old playground equipment, including removal of wood fiber surfacing material; leveling of each playground; installed a rubberized surface material; installing a ramped play structure, wheelchair swing, musical playground instruments, all-inclusive/wheelchair accessible rocking ship and surface spinner type playground equipment at each elementary campus.** The responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

All interested parties must submit Proposals by **Monday, April 1, 2019** before **2:00 p.m.**, CST. **No late submittals will be accepted.** The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The award for the **All-Inclusive Playground Project** will be considered by the Board at its regular meeting on **April 18, 2019**.

Interested firms are to submit two (2) copies of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

De Soto #73 School District
Attn: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020

RE: All-Inclusive Playground Project

All communications by the firm concerning this RFP, including requests for additional information or clarification, or arrangements to visit the District to prepare its Proposal, must be directed to Dr. Josh Isaacson, Superintendent, via phone at (636) 586-1000 or via email at isaacson.josh@desoto.k12.mo.us

Any explanation of or questions regarding the RFP or its related documents must be requested in writing by **4:00 p.m., March 8, 2019** to isaacson.josh@desoto.k12.mo.us. **Questions will be answered and provided to all bidders who attend the mandatory pre-bid meeting on March 22, 2019.**

De Soto #73 School District
**REQUEST
 FOR
 PROPOSAL**

Title: **All-Inclusive Playground Project**
 Contact Person: Dr. Josh Isaacson
 Email: isaacson.josh@desoto.k12.mo.us

Issue Date: 1/30/2019
 Phone: (636) 586-1000

RETURN PROPOSAL NO LATER THAN: Monday, April 1, 2019, at 2:00 p.m. CST
RETURN PROPOSAL AND ADDENDA TO:

De Soto #73 School District
 ATTN: Dr. Josh Isaacson
 610 Vineland School Road
 De Soto, MO 63020
RE: All-Inclusive Playground Project

The Proposer 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 Proposal (RFP) and as modified by any addenda thereto.

SIGNATURE REQUIRED

Name of Company/Bidder:		Date:	
Printed Name of Authorized Individual:		Title of Authorized individual:	
Authorized Signature			
Mailing Address			
City, State, Zip			
Phone Number	Fax Number	E-mail Address	

The De Soto #73 School District and the Board of Education would like to thank Bidders for their responses.

Important Dates

ISSUE DATE..... **January 30, 2019**

PRE-BID MEETING **March 22, 2019 at 10:00 a.m. CST**
at Central Office, 610 Vineland School Road, De Soto, MO 63020

QUESTIONS DUE TO DISTRICT..... **March 8, 2019, before 4:00 p.m. CST**
in writing to isaacson.josh@desoto.k12.mo.us

RETURN DATE and TIME..... **Monday, April 1, 2019 before 2:00 p.m., CST**
at Central Office, 610 Vineland School Road, De Soto, MO 63020

BID OPENING DATE and TIME **Monday, April 1, 2019 before 4:00 p.m., CST**
at Central Office, 610 Vineland School Road, De Soto, MO 63020

All proposals submitted must be delivered to the Superintendent Office **before 2:00 p.m. on Monday, April 1, 2019** to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened.

SCOPE OF SERVICES

- **The scope of services include the following at both Athena and Vineland Elementary Schools in the De Soto #73 School District:**
 - **adapting the current playgrounds at Athena Elementary and Vineland Elementary schools to be all-inclusive. Several pieces of equipment have been identified by the district for removal from the playgrounds. The district will be responsible for removing and discarding any current playground equipment that has been identified for removal and will identify such pieces during the mandatory pre-bid meeting.**
 - **providing a design and layout to incorporate new and old playground equipment for each elementary campus that is ADA accessible and complaint. As playground equipment and rubberized surfacing material may not be inherently uniform between bidders, each bidder is required to provide details of the playground equipment to be used (using the general specifies in equipment listed below as well as the rubberized surfacing) as well as provide a visual layout of the all-inclusive playground at each elementary as part of the bid submittal.**
 - **removal of wood fiber and other necessary material required for playground installation, ADA compliance, and rubberized surfacing material. Bidders must include specific pricing for removal as the district may elect for the bidder to complete or the district complete this portion of the project as a cost savings measure.**
 - **leveling of each playground to meet ADA accessibility requirements in areas with new equipment and rubberized surfacing material. Bidders must include specific pricing for leveling of playground areas identified as the district may elect for the bidder to complete or the district complete this portion of the project as a cost savings measure. The district anticipates minimal ground disturbance to meet the required ADA requirements at both playgrounds.**
 - **providing, installing, and leveling of base material required for installation proper installation of rubberized material. All bidders must list specific material to be used (i.e. sand, gravel, concrete and provide a breakdown cost based upon estimated sq. ft. required). Bidders must include specific pricing as the district may also elect to complete this portion of the project.**
 - **providing and installing 3,000 sq. feet of rubberized surface material under ramped structure and other new equipment. Bidders must ensure proper fall protection is accounted for in the installed of rubberized material and base material in accordance with industry requirements for all equipment. Bids must specifically indicate poured rubberized material vs. a tiled rubberized material.**
 - **providing and installing an ADA accessible and complaint all-inclusive ramped play structure (wheelchair accessible) at each elementary**
 - **providing and installing an ADA accessible and complaint wheelchair swing at each elementary.**

SCOPE OF SERVICES

- o **providing and installing multiple ADA accessible and complaint all-inclusive musical playground instruments at each elementary**
- o **providing and installing an ADA accessible and complaint all-inclusive/wheelchair accessible rocking ship or similar playground equipment.**
- o **providing and installing an ADA accessible and complaint all-inclusive surface spinner or similar playground equipment at each elementary.**
- o **perform FBI background checks on all personnel that visit the site.**
- o **Provide County, DNR, City, State and any other permits required for construction.**
- o **Provide on-site supervision of all staging area, materials, and equipment.**
- o **Inspect quality of work and ensure all safety requirements and standards have been met.**
- o **Clean up areas structures and equipment daily during construction and once project is completed.**
- o **Perform final walk through with owner**

Alternative Bids:

The district is requesting the following items to be included as alternative bid #1:

The District would like to have a price on a sunshade over the wheelchair accessible ramped play structure at each campus. Alternative bids should include material and installation costs for each campus. Bidders are encouraged to include the swings as an alternative in the design proposal.

The district is requesting the following items to be included as alternative bid #2:

The District would like to have a price on a set of swings (6 seats) at each campus. Alternative bids should include material and installation costs for each campus. Bidders are encouraged to include the swings as an alternative in the design proposal.

Bid Form

Utilize the bid forms and included additional attachments as needed based upon scope and bid packet requirements.

The undersigned Bidder, in response to your Notice of Bid for construction of the above project having examined the Drawings, Specifications, other bidding Documents and the site of proposed work, and being familiar with all conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the proposed Contract documents, within the time set forth therein, and at the prices stated below. Bidder agrees to all conditions and terms of the proposed contract agreement.

Contractor is required complete all documents and price all line items. Failure to complete documents may result in automatic rejection of bid. Bidder must also submit all required documentation as required in the general conditions. The owner has the right to reject any and all bids and except any abnormality as they see fit.

Name of Bidder:			
(Circle One)			
Proprietorship	Partnership	Corporation	Other
Authorized Signature:		Date:	
Printed Name:		Title:	
Address (Street):			
Address (City, State, Zip Code):			
Phone #:	Fax #:	Email Address:	

The undersigned acknowledges the receipt of the follow Addenda:

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Bid Form (continued)

Base Bid All-Inclusive Playground Project:

The undersigned bidder agrees to perform all work required as shown and indicated in the Contract Documents for the sum of:

\$ _____

\$ _____ Dollars

Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bid Breakdown Analysis Required

- o \$ _____ Cost for removal of wood fiber and other necessary material required for playground installation, ADA compliance, and rubberized surfacing material.
- o \$ _____ Cost for leveling of each playground to meet ADA accessibility requirements in areas with new equipment and rubberized surfacing material.
- o \$ _____ Cost for providing, installing, and leveling of base material required for installation proper installation of rubberized material.
- o \$ _____ Cost for providing and installing 3,000 sq. feet of rubberized surface material under ramped structure and other new equipment. Specifically indicate poured rubberized material vs. a tiled rubberized material here: _____
- o \$ _____ Cost for providing and installing an ADA accessible and complaint all-inclusive ramped play structure (wheelchair accessible) at each elementary
- o \$ _____ Cost for providing and installing an ADA accessible and complaint wheelchair swing at each elementary
- o \$ _____ Cost for providing and installing multiple ADA accessible and complaint all-inclusive musical playground instruments at each elementary.
- o \$ _____ Cost for providing and installing an ADA accessible and complaint all-inclusive/wheelchair accessible rocking ship or similar playground equipment.
- o \$ _____ Cost for providing and installing an ADA accessible and complaint all-inclusive surface spinner or similar playground equipment at each elementary.
- o \$ _____ Cost for providing County, DNR, City, State and any other permits required for construction.
- o \$ _____ Cost for other. If applicable, please provide a specific breakdown of other costs below.

Bid Form (continued)

Alternative Bids:

The district is requesting the following items to be included as alternative bid #1:

\$ _____

The District would like to have a price on a sunshade over the wheelchair accessible ramped play structure at each campus. Alternative bids should include material and installation costs for each campus. Bidders are encouraged to include the swings as an alternative in the design proposal.

The district is requesting the following items to be included as alternative bid #2:

\$ _____

The District would like to have a price on a set of swings (6 seats) at each campus. Alternative bids should include material and installation costs for each campus. Bidders are encouraged to include the swings as an alternative in the design proposal.

Additional Alternate Bids Proposed (As Specified):

- | | |
|----|----------|
| 1. | \$ _____ |
| 2. | \$ _____ |
| 3. | \$ _____ |
| 4. | \$ _____ |

Construction Schedule Form

Submit a signed copy of this document with the bid. The Contractor shall agree to construction start and completion dates, per the attached Construction Schedule, for the work which is being bid.

Construction Schedule:

Item	Description / Scope of Work	Start	Complete
1	Mobilization Construction Start	May 28, 2019	
2	Substantial Completion		July 31, 2019
3	Final Completion		August 4, 2019
4	Liquidated Damages Begin		August 5, 2019

Liquidated Damages:

Liquidated damages will be assessed at the rate of \$1,000.00 per day for each calendar day beyond final completion date as stated above. Any missed events that are missed due to the project not being completed on time will incur a financial penalty of \$5,000.00 per event day.

Authorized Signature: _____
Printed Name & Title: _____
Date: _____

State Bid Clause

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he or she is (an owner, partner or officer, etc.) of the firm of:

(Company Name Here)

Above Bidder hereby certifies: A) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; B) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; C) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and D) that bidder has not sought by collusion to obtain any advantage over the bidder or over the Owner.

Non-resident Corporation certified by submittal of this document that the corporation has complied with all of the State of Missouri Codes and Bidding laws.

Signature: _____ Date: _____

Subscribed and sworn to before me this ___ day of _____ 20__

My commission expires _____

GENERAL CONDITIONS

1. The Board of Education of the De Soto #73 School District (hereafter "District") will receive sealed Proposals from qualified certified firms for the **All-Inclusive Playground Project**.
2. The purpose of this Request for Proposal (RFP) is to establish the requirements for the **All-Inclusive Playground Project** and to solicit Proposals from firms (hereafter "Company") for providing such services. The RFP requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.
3. The Company, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance Policy, which includes coverage for contractual liability, products liability, and completed operations and property damages. The Company will also keep in force and effect throughout the term workers' compensation insurance to the extent required by law.
4. All services must comply with Federal, State, and Local regulations and requirements pertaining to the **All-Inclusive Playground Project**. Federal Funds are being used in the project, and all relevant federal, state, and local requirements apply. The Company must ensure they and all contractors who work on the project enroll in E-verify at <https://www.uscis.gov/e-verify>. It is the responsibility of the Company to provide verification of enrollment in E-verify to the District. P
5. The Company must submit the completed Certification of Non-Segregated Facilities form found in the bid packet with their bid.
6. The Company must submit the completed Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying found in the bid packet with their bid.
7. Equal Opportunity Compliance. All Companies and subcontractors must comply with federally-assisted construction contractors and subcontractors from discriminating in employment decisions on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity. Any solicitation for an offer or bid over \$10,000 must include a Notice of Requirements for Affirmative Action and an Equal Opportunity Clause as outlined in 41 CFR 60-4, Public Contracts and Property Management. Company must comply with the requirement to send written notification to the Director of the Office of Federal Contract Compliance Programs, as well as certification of proof of doing so to the district, within 10 working days of award of any construction subcontract in excess of \$10,000.
8. It is the Company's' responsibility to visit the site prior to bidding. The pre-bid meeting will be held on **March 22, 2019 at 10:00 a.m. CST** at Central Office, 610 Vineland School Road, De Soto, MO 63020. No additional costs will be paid to the successful Company should they fail to include anything that may be required for this project.

9. The project scope of work may or may not include all work necessary to complete project. It is each Company's responsibility to review the entire set of specifications and visit the site to determine the scope of work. This is to be a turnkey project and all Companies should include all costs necessary to complete the project.
10. Each contractor must supply the owner with a performance and payment bond prior to the start of construction.
11. All bids must be prevailing wage using the most current wage order. All bidders/contractors involved in the project must submit an affidavit indicating compliance with the Davis-Bacon Act prevailing wage law. A copy of the affidavit is included in the bid packet.
12. The Company shall furnish all labor, materials, and equipment necessary to perform the scope of work and any service under the RFP, with discretion from the District.
13. The Company shall cause all persons performing work on behalf of the Company and the District to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Company.
14. The Company shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of their work.
15. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
16. The Company must submit two (2) original copies of the Proposal in sealed envelopes plainly marked with the name "**All-Inclusive Playground Project.**" Proposals should be delivered to:
De Soto #73 School District
ATTN: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020
17. Proposals will be received until **2:00 p.m. CST on Monday, April 1, 2019.** Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
18. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.
19. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the deadline.

20. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
21. All Proposals must be submitted on the District forms as attached with this specification. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Noncompliance with RFP specifications will disqualify Proposals from further consideration.
22. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
23. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
24. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
25. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
26. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until the time when the District takes official action on the Proposals.
27. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
28. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

29. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
30. Requests for interpretation must be made in writing to the Superintendent of the De Soto #73 School District no later than 2:00 p.m. on Monday, April 1, 2019. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals on the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.
31. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
32. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained on pages _____ and _____ in this Proposal furnished in connection with the Request for Proposals of the De Soto #73 School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Company as a result of or in connection with the submission of this Proposal, De Soto #73 School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**
33. The above restriction does not limit the District's rights to use or disclose without the Company's permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
34. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
35. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.

36. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
37. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
38. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview.
39. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
40. The District reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
41. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
42. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
43. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of contract satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
44. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
45. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

46. The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the bid submission.
47. The District reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
48. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
49. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
50. Initial Proposals may not be withdrawn for 60 calendar days from the due date for Proposals except with the express written consent of the District.
51. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
52. The submission of a Proposal will be construed to mean that the Company is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
53. No charge will be allowed for federal, state, or municipal sales and excise taxes because the District is exempt from such taxes. The Proposal price shall be net and shall not include the amount of any such tax.
54. Prices shall be net, including transportation and delivery charges, to the destination indicated in the Proposal. Title shall not pass until items have been delivered to the acceptance by the District.
55. In all specifications, the words "or equal" are understood to follow each item description. The decision of the District as to whether an alternative or substitution is in fact "equal" shall be final.

56. All interested Companies submitting a Proposal in response to this RFP shall be expected to observe the conditions and requirements set forth in the RFP. Such conditions and requirements shall form an integral part of the contract to be awarded by the District.
57. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
58. No price escalation or increase from the submittal of the RFP in by the Company, manufacturer, or supplier will be allowed.
59. The Company and its vendors shall indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Company, its agents, servants, employees, persons, or entities engaged as independent contractors by Companies and suppliers.
60. The district will make every effort to solicit bids from minority business enterprises (MBE) and women business enterprises (WBE).
61. Prevailing Wage:
Bidders are required to pay no less than prevailing wage using the most current wage order.
62. Bid Bond:
The bidder shall furnish with the submitted bid a Bid Bond in the amount of five percent (5%) of the total contract amount, including any alternates. In the event of multiple prices, the Bid Bond shall be for the maximum possible contract amount. Make payable to: Desoto School District. Bid Bond will be returned to bidders promptly after the owner has accepted a bid. All bids shall remain open for thirty (30) days after the date of the opening.
63. Performance and Payment Bond:
Upon award of bid, bidder shall furnish bonds covering faithful performance of the work provided and payment obligations arising there under. Bonds will come from a surety company with an A+ best rating and licensed in all states.
64. Insurance:
Upon award of bid, the bidder shall furnish to the owner a Certificate of Insurance.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

**CERTIFICATION OF
NON-SEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

Contractor Signature _____

Typed Name & Title _____ Date _____

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE