

Request for Proposal

All-Inclusive Playground Project-Addendum

De Soto #73 School District is requesting proposals for an All-Inclusive Playground Project. The Project 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; providing and installing new equipments well as site preparation and surfacing as specified in the proposal agreement.

This is an Equal Opportunity bidding event and MBE/WBE firms are encouraged to respond.

All proposals will comply with all federal, state and local regulations as federal funds will be used to assist in the development of the project.

All proposals must comply with the Davis-Bacon Act, as amended, with respect to wage rates and submit an affidavit of Compliance with Prevailing Wage Law.

All proposals must include a Certification of Non-Segregated Facilities.

All proposals must include Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.

The information listed above, information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the RFP.

www.desoto.k12.mo.us/administration/request_for_bids

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.** Proposals due ~~Monday, April 1, 2019~~ **Monday, April 8, 2019** before **2:00 p.m., CST. No late submittals will be accepted.**

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**

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~~, **Monday, April 8, 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~~ **Monday, April 8, 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~~ **Monday, April 8, 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~~ **Monday, April 8, 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.
- o 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.
 - o 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.
 - o providing and installing an ADA accessible and complaint all-inclusive ramped play structure (wheelchair accessible) at each elementary
 - o 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: _____

Address: City: State: Zip:
Phone: Fax:

_____ **contractor:**

Address: City: State: Zip:
Phone: Fax:

_____ **contractor:**

Address: City: State: Zip:
Phone: Fax:

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** ~~Monday, April 1, 2019~~ **Monday, April 8, 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~~ Monday, April 8, 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.