PARKWAY SCHOOL DISTRICT
PURCHASING DEPARTMENT
TERMS AND CONDITIONS
INFORMATION FOR VENDORS

IB-1 BID PROCEDURE - GENERAL INFORMATION

Parkway School District (District) posts bids and receives bid responses through an online bidding portal (Parkway School District Bonfire Portal). Through this portal, vendors receive notifications of competitive procurement opportunities as well as submit bids and proposals to the District digitally. In order to be invited and able to participate in District bid opportunities, vendors must register through the Parkway School District Bonfire Portal at https://parkwayschools.bonfirehub.com/. Registration is free. Vendors must follow all instructions on that portal for registering and responding to bid opportunities. For questions and technical support pertaining to the Parkway School District Bonfire Portal, please refer to the "Help" link or "Technical Support" link on the portal.

Listed on the enclosed "Specifications and Bid Form" are items for which Parkway School District is seeking bids for a specified period of time. VENDORS NEED ONLY RETURN THE SPECIFICATIONS AND BID FORM SECTION. VENDORS ARE NOT REQUIRED TO INCLUDE THIS SECTION TITLED, "INFORMATION FOR VENDORS" IN BID SUBMITTAL. PLEASE HELP CONSERVE OUR NATURAL RESOURCES.

1. **Bidders must register, log-in, and follow the instructions on the Parkway School District Bonfire Portal, at https://parkwayschools.bonfirehub.com/. Registration is free and is the only method in which vendors may submit responses for this bid.**

2. **Sealed bids must be SUBMITTED ON THE PARKWAY SCHOOL DISTRICT BONFIRE PORTAL only (no other location permitted), no later than the date and time of the bid opening, at which time all bids will be publicly opened and read. NO EXCEPTIONS. The District Bonfire Portal will not permit late submissions of bids.**

3. If the District is unexpectedly closed on the scheduled bid opening date due to weather or other unforeseen circumstances, the bid opening date will not change, however the public opening will automatically occur on the next regular working day at 11:00 a.m. prevailing Central Time.

4. Bids may be revised on the Parkway School District Bonfire Portal up to the date and time of the bid opening. Bids may not be withdrawn after scheduled closing time for the receipt of bids. Bid proposals shall then be deemed final, conclusive and irrevocable, and shall not be subject to correction or amendment.

5. Due to COVID-19 restrictions, when applicable public bid openings will be conducted virtually via Google Meet video conferencing. The meeting information can be found within the bid opportunity on the Parkway School District Bonfire Portal. The meeting link is provided on the bid specifications document. Should a vendor have questions about attending the virtual bid opening, questions may be submitted within the Project Details page on the District Bonfire Portal, via the Messages, Opportunity Q&A feature.

IB-2 LENGTH OF AGREEMENT

1. Acceptance of a bid by the District shall create an agreement for the vendor to sell and the District to purchase, under the terms and conditions of the Specifications and Bid Form, the equipment and supplies specified in the vendor's bid and the Districts acceptance of the bid amount or for a period of one (1) year, whichever expires first, unless otherwise specified by the District.

2. The District reserves the right to extend the agreement for one (1) month with the same terms and conditions. The District may exercise this right of extension by notifying the vendor in writing prior to the expiration of the initial agreement. Notwithstanding any contrary provisions in any vendor documentation, there will be no automatic renewal of the agreement nor will there be any requirement that the District send notice of termination of the agreement.

IB-3 AGREEMENT MODIFICATION

1. **THE WORDING OF THIS SPECIFICATIONS AND BID FORM SHALL NOT BE CHANGED OR ALTERED IN ANY MANNER. Vendors taking exception to any clause, in whole or in part, should do so by listing said exceptions on company letterhead and submitting them as an alternate bid. Said exceptions may or may not be**

honored by the District. Alternate bids should be clearly marked "Alternate Bid" and submitted on vendor letterhead. If no bid or exceptions are submitted, the vendor will be deemed to have agreed to and accepted all terms of this Specifications and Bid Form. Further, failure to adhere to the express terms of this Section shall constitute vendor's agreement to and acceptance of all terms of this Specifications and Bid Form.

2. The Specifications and Bid Form expresses the conditions under which bids are solicited. Any modification thereto by the District shall be posted in the Parkway School District Bonfire Portal prior to the deadline for submitting bids.

IB-4 FINANCIAL ABILITY

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

IB-5 COMPANY REFERENCES, SUBCONTRACTING AND WARRANTIES

1. The District may request at least three (3) references, preferably educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.

2. Please attach a statement indicating whether your company proposes to use subcontractors for any aspect of the contract and identifying the proposed subcontractor in detail. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.

3. Please attach a copy (or detailed description) of all warranties on the equipment to be supplied, plus the cost to the District of maintaining such warranties after the expiration of this agreement.

IB-6 ADDITIONS

New items added to the original bid list will be forwarded to the vendors by the Purchasing Office. Vendors will bid under the same terms and conditions of the original bid. Thereafter, all additions will become part of the original bid process.

IB-7 EVALUATION

1. Upon receipt and after opening, all bids will be evaluated by the District. Additional information necessary to the evaluation process will be requested from the vendor, where appropriate.

2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.

3. Sufficient inventory of specified items may be required to be maintained by the vendor during the agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the bid.

IB-8 BASIS OF AWARD

1. The District's policy is to award a bid based upon the "lowest and best" bid/proposal. However, the District will also strive to select equipment and supplies, which best fulfill the District's overall needs. In making the award, the District will take the following factors into consideration:

   - the extent to which the items bid meet or exceed specifications and function;
   - the vendor's ability to supply all or most items required;
   - the vendor's commitment to maintain a sufficient supply of items needed by the District;
   - any prior experience or history between the District and vendor;
   - the financial strength of the company; and
   - other factors deemed significant by District officials.

2. The District reserves the right to reject a bid for any reason; to accept any bid which it deems to be in its best interest; and to reject all bids and solicit new bids. The District reserves the right to waive any technicalities and requirements in this Specifications and Bid Form.

3. The District also reserves the right to award various portions of the contract to different vendors. In other words, the District shall have the discretionary right to select any or all of the items bid at the bid price. Vendors may exclude items listed when submitting their bids. However, favorable consideration will be given to those vendors, which can supply all, or most of the items listed.

4. The bid constitutes an offer to the District to supply some or all of the items included in the bid. Absent acceptance of part or all of the bid by the District, the District is in no way obligated to the vendor. The District will promptly notify all successful vendors of any action to be taken. Others should contact District officials for information about the award.

5. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of such circumstances include, but shall not be limited to: budget/financial considerations; vendor service/product no longer required; and unsatisfactory vendor performance (see IB-9), etc.

IB-9 POOR OR NONPERFORMANCE

1. During the term of the contract, the District may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District shall give the vendor written notice fifteen (15) days prior to termination. The District may thereafter procure products or services from other vendors.

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

IB-10 DOMESTIC PRODUCTS PROCUREMENT

1. The Parkway School District encourages its staff to purchase or lease products manufactured, assembled, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.

2. It is also the policy of the Parkway School District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)

IB-11 BILLING AND PAYMENT

1. The vendor will submit invoices directly to the Parkway School District Finance Office, 455 North Woods Mill Road, Chesterfield, Missouri 63017. Each invoice must show the District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped. Invoices will not become due and payable until all items listed on the invoice are received complete.

2. All shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped.

3. Payments will be made in accordance with Parkway School District payment cycles.

IB-12 DELIVERY

1. All equipment shall be delivered as specified on the District's purchase order.

2. All deliveries will be F.O.B., destination, freight allowed, Parkway School District Central Warehouse, 363 North Woods Mill Road, Chesterfield, Missouri 63017, or as in the bid specifications.

IB-13 PRICE ADJUSTMENT

1. Price increases will not be paid or approved without a 30-day notice and approval by the Purchasing Manager. An escalation increase in price will be for cost only. A percentage increase on profit and overhead will not be acceptable.

2. Deletion of Items - The District reserves the right to delete any or all escalated items from the agreement if the item(s) can be purchased more economically from another source.

IB-14 COLLUSION CLAUSE

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

1. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

3. No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

IB-15 TAX EXEMPT STATUS

The contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

As set forth in 144.062 RSMo and 144.030 RSMo, contractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for" the owner are exempt from paying sales tax. The official State Tax exemption certificate will be furnished to the contractor. The quoted phrase was taken directly from the statute.

IB-16 "OR EQUAL"

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

IB-17 TOBACCO FREE ENVIRONMENT

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

IB-18 INDEMNIFICATION:

To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to the District, and hold harmless the District and agents and employees of the District from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

IB-19 SECURITY IDENTIFICATION

All contractor or subcontractor employees working on project sites will be required to obtain security identification badges before coming to the project site. Badges may be obtained 24 hours a day, 7 days a week, at the Parkway School District Security Office, located in the Facilities/Warehouse Building at 363 North Woods Mill Road, Chesterfield, Missouri

To obtain a security identification badge, the contractor or subcontractor employee shall be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.). During normal working hours, employment confirmation may be made by a confirming telephone call to the company.

Security identification badge must be kept with the contractor or subcontractor employee and prominently displayed while they are on the project site. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the contractor or subcontractor employee as the employee carries out the work.

If the contractor or subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the contractor or subcontractor employee shall promptly present the security identification badge to any employee of the owner that requests to see the security identification badge. Failure to promptly present the security identification badge shall be grounds for instant removal of the contractor or subcontractor employee from the project site until the security identification badge can be presented. If the contractor or subcontractor employee fails to present the security identification badge a second time, the owner may request the contractor or subcontractor employee to be removed

from the project site permanently.

IB-20 REQUIRED COMPLIANCE (as related to on site work or services)

SUPPLIER acknowledges the award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. SUPPLIER represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that SUPPLIER does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

Pursuant to Section 292.675 RSMo the contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project.

IB- 21 ADDITIONAL LEGAL TERMS AND CONDITIONS

In addition to the other legal terms and conditions contained herein, the following legal terms and conditions apply to any agreement between the District and the vendor. Together with the other legal terms and conditions contained in this Request for Bid, these terms and conditions apply and prevail over any conflicting provisions contained in any documentation submitted by the vendor to the District. Notwithstanding any contrary provision in the vendor's contract form, the vendor's submission of a bid is evidence of its agreement to the same.

Sovereign Immunity. Nothing herein or in any agreement contract signed by the parties shall require coverage for claims to which the District would otherwise be immune under the state or federal statutory or case law, including but not limited to claims that are barred by sovereign immunity, official immunity, or any other immunity available to the District under state or federal law. In no event is there any waiver of sovereign immunity, official immunity, or any other immunity available to the District under law.

Dispute Resolution. This Request and any contract signed by the parties shall be governed by, construed and interpreted in accordance with the laws of the State of Missouri, excluding any choice of law rules. Venue for the resolution of any dispute shall lie in the courts of St. Louis County, Missouri

Insurance. The vendor shall maintain at all times during the term of any contract maintain insurance in the forms and amounts as required by this Request or otherwise specified by the District and shall provide the District with evidence of insurance as required.

Warranty Vendor shall perform consistent with a level of care and skill ordinarily exercised by members of its industry acting under similar circumstances and conditions. Vendor warrants to District that it is familiar with applicable laws and that it has the skill, knowledge and competence to complete its responsibilities in conformance with such laws and the terms of the contract. Vendor shall ensure that all manufacturer's warranties are provided and made fully available to District as stated herein. By submitting its bid or proposal, the vendor acknowledges and agrees that the terms of this paragraph are an express warranty in addition to any warranties provided in the contract and that notwithstanding any contract provision to the contrary, this warranty is not disclaimed or limited. Any provision that disclaims warranties, whether express or implied, is null and void.

Attorneys Fees In the event that the District brings a suit or action under this Request or the contract to enforce either of their respective terms, or in any appeal therefore, it is agreed that if the District prevails it shall be entitled to reasonable attorneys fees to be fixed by the trial court and/or appellate court.

Limitation of Liability; Statute of Limitations Any provision in the contract that limits the liability of vendor, whether limiting direct damages, economic damages, non-economic damages, consequential damages or otherwise, is null and void. Further any provision that imposes a statute of limitations shorter than the time period permitted by applicable law is also null and void.

Term. There will be no renewal of the original term of any agreement between the parties without the District's separate written consent to such renewal.

Force Majeure: In the event of strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, pandemics , pestilence, governmental closures, or any other causes of any kind whatsoever which are beyond the reasonable control of District , including without limitation any of the foregoing arising from or

related to the COVID-19 virus (any such event being deemed "Force Majeure"), District shall have the option to cancel the agreement upon written notice to vendor. For the avoidance of doubt, a Force Majeure event as used in this paragraph shall include (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life, including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by District to fulfill its obligations.

Non-Discrimination: The District actively follows a policy of nondiscrimination on bases of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-era veteran status. The District also complies with the following law and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Anti-Discrimination Against Israel Act' and other state and federal laws and regulations. By entering into this Agreement, Vendor agrees to be bound by all aforementioned laws and regulations. Vendor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply.

Further, pursuant to Section 34.600 of the Revised Statutes of Missouri and in full compliance therewith, Vendor hereby certifies to District that it is not currently engaged in and shall not, for the duration of any agreement between the District and the Vendor, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons, or entities doing business in or with the State of Israel.

IB-22 DEBARMENT & SUSPENSION

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

IB-23 ANTI-LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.