



REQUEST FOR QUALIFICATIONS

The School District of Springfield R-12 (District), also known as Springfield Public Schools, requests qualifications of firms, or teams of firms, to study the feasibility of renovating and expanding, or replacing certain schools, and to determine project budgets for those schools to form the basis of a bond issue proposal. Firm(s) will utilize the educational specifications and data supporting the comprehensive Facility Master Plan recommendation adopted by the Board of Education in December 2016. Only firm(s) or team(s) of firms with substantial experience as the lead architect for planning and designing for K-12 student facilities will be considered. The selected architectural firm or firms, or teams of firms, will work closely with District administrative staff to determine best solutions or combination of solutions.

INTRODUCTION & BACKGROUND

Springfield Public Schools provides education for approximately 25,000 students in K-12 and allows open enrollment for students living within the district boundaries covering 138 square miles. The District encompasses the city of Springfield, Missouri and parts of the city of Battlefield and Greene County. The District's facilities currently include the following: 29 elementary (K-5), 3 elementary (K-4), 5 middle (6-8), 1 intermediate (5-6), 4 combination (K-8), 5 high (9-12) schools; 1 alternative school, 1 gifted school and 3 early childhood centers. Currently, students also occupy classrooms in optional programs at seven non-district facilities throughout the community. The District owns and maintains 8 support facilities providing administrative, operational, and educational services.

Vision Supporting Education

Community stakeholders including parents, students, teachers and community leaders have engaged in an envisioning process to help clearly define our mission, vision, strategic focus areas, and goals. Our mission is to "prepare ALL students for tomorrow by providing engaging, relevant and personalized educational experiences today." Our vision is that we will "serve as a catalyst for lifelong learning, equipping students for their futures." The mission verbiage is clear, direct and meaningful.

ALL – Each student, prekindergarten through graduation, regardless of ethnicity, gender, disability, and socioeconomic status.

Engaging – Learning experiences that are irresistible due to connection with student interest. All students experience a culture of inquiry and instructional choice, and are encouraged to value learning above the letter grade.

Relevant – Learning experiences that challenge all students to exhibit the ability to solve real-world problems for authentic audiences and connect learning to their own life or to the world around them.

Personal – Learning experiences founded in relationships that connect educators with students to set goals, and monitor progress. All students are inspired to maximize their potential while receiving appropriate levels of support. Flexibility exists in pace, place, and path of learning to address the needs of the whole child, beyond acquisition of knowledge.

As a result of the strategic planning process, three focus areas were identified:

Focus 1-Student Success and Learning Support

- Promote, create and maintain a safe and secure learning environment that supports the physical and emotional well-being of all students.
- Each student will have equitable access to engaging, relevant and personalized learning experiences that positively impact academic achievement and personal growth.
- Each student will be equipped to solve problems through critical thinking, creativity, communication and collaboration.

Focus 2-Empowered and effective teachers, leaders and support personnel

- Create a culture that empowers employees and provides each student access to a qualified and effective teacher in every classroom, an effective principal in every school, and an effective employee in every position.

Focus 3-Financial Sustainability and Operational Efficiency

- Seek, align, manage, and optimize resources for improved student success while remaining financially sustainable.

Providing a technology rich learning environment is a primary focus, and the key to true success is offering students irresistibly engaging experiences that are relevant to real world problems while empowering them with some choice in when, where and how they learn. Reimagining the way our classrooms will look in the future is a primary focus. Study and discussion by stakeholders has resulted in five themes for change being identified: cultural shifts, resources, success measures, physical space, and learning experiences.

Efforts are underway to transform physical spaces and learning experiences. Traditional classroom spaces do not foster the creativity, communication, critical thinking and collaboration that is expected of our students. Modern facilities need to be flexible spaces where students, staff, and community can gather to work collaboratively in project-based learning and have resources at their fingertips, empowering them to take ownership of their learning, with the freedom to collaborate. At the same time, the District emphasizes efficiency in space allocation and operations, within a framework of innovation and personal learning.

FACILITY MASTER PLAN

Springfield Public Schools engaged in an extensive process, including community and staff feedback, to develop a long-range Facility Master Plan to evaluate the current condition of all school buildings and identify priority needs for future facility improvements. At the December 13, 2016 meeting, the Springfield school board adopted the Facility Master Plan which outlined critical improvements to be made over the next 12 years. Through the development of the plan, a common vision was defined for creating quality learning environments in our schools that will benefit not only students but our entire community. The Board of Education has committed to maintaining quality schools as an investment that will benefit students and contribute to Springfield's vitality, helping to make it a place where families choose to live for generations to come. To read more about the Facility Master plan [click here](#). A bond issue to support phase one of the plan was placed on the April 2017 ballot and required 57.14 percent to pass. The final vote supporting the issue was 50.99 percent.

FACILITY PLANNING

During a retreat October 30, 2017, the Board of Education reviewed the Facility Master Plan guiding principles and drivers, the April 2017 bond election results, and community feedback gathered following the April 2017 election. Based on the data and community input, recommendations were considered as potential next steps to address facility deficits identified in the Facility Master Plan including:

- 1) **Address acceptable tax threshold** by adjusting the Facility Master Plan to three phases instead of original proposed two-phase plan or reducing total size of bond issue and investing current Fund 4 dollars to support debt repayment.
- 2) **Address preference of voters to renovate existing buildings** by hiring architectural firms to study proposed bond projects that have been prioritized by condition score to determine cost difference between remodel and reconstruction.
- 3) **Address complexity of bond issue** by eliminating the combination campus concept, locate and purchase sites for construction prior to bond election, sell buildings and land that are no longer needed for district purposes, identify any sites that should be closed immediately due to shrinking enrollment and/or changing demographics combined with facility quality issues, and/or have architectural renderings of proposed construction prior to election.
- 4) **Address sense of urgency in approval of proposed projects** by prioritization of proposed projects using the Facility Master Plan “condition” score as a primary factor for consideration. The following list represents sites with a condition score of less than 70 that may be considered for analysis. The list is not all inclusive of final projects for analysis and design.

Site Name	Acreage	Gross Sq Ft	Condition Score	Original Project Scope
PIPKIN MIDDLE	3.0	80,537	52	Replacement
BOYD ELEMENTARY	1.5	25,095	58	Replacement
BINGHAM ELEMENTARY	6.7	44,949	59	Replacement
JARRETT MIDDLE	4.4	81,817	59	Replacement
WILLIAMS ELEMENTARY	15.9	39,070	61	Replacement
ROBBERSON ELEMENTARY	3.2	40,306	63	Replacement
ROUNTREE ELEMENTARY	2.9	34,565	64	Renovation
BISSETT ELEMENTARY	5.8	35,470	65	Replacement
CAMPBELL ELEMENTARY	3.0	33,168	65	Close, relocate students, expansion of McGregor
DELAWARE ELEMENTARY	7.6	40,104	66	Close, relocate students, expansion of Sunshine
REED MIDDLE	4.8	83,702	66	Replacement
HILLCREST HIGH	69.8	239,995	67	Renovation
GLENDALE HIGH	41.9	252,174	69	Renovation, addition
PLEASANT VIEW K-8	24.0	85,524	69	Renovation, addition

The Request for Qualifications for Architectural Services and subsequent selection of firm(s) or team(s) of firms will initiate the process to study projects. To expedite the work, multiple architectural firms or teams of firms may be selected.

The District, based on submittals, with or without interviews, and subject to any information received on past performances, will select the preferred firm(s) or team(s) of firms and subsequently negotiate a professional services contract. If negotiations are not successful, the District may begin negotiations with other firms. This process will continue until an agreement is reached. The District reserves the right to retain one or more firms or teams of firms to perform the described scope of work. The District is obtaining professional services and reserves the right to reject any or all submissions and waive any irregularities in the submission. In submitting qualifications, the respondent agrees to provide the services in accordance with the scope of work as well as the terms and conditions set forth in this document. The selected firm(s) will provide all necessary documentation representing the terms of the agreement, including the Felony Conviction Notification Form, the Federal Work Authorization Program Addendum and Affidavit, Respondent Warranties, and Acceptance of Required Provisions of the Contract.

SUBMISSION AND GUIDELINES

TIMELINE FOR SELECTION OF FIRMS OR TEAMS OF FIRMS

The timeline listed below is the District's estimation of time required to complete Request for Qualifications process. All efforts shall be made to adhere to this schedule; however, changes may be necessary.

Request for Qualifications issued	November 8, 2017
Deadline for Questions to District	November 17, 2017 by 11:00 a.m. Central Standard
Qualifications Due to District	November 29, 2017 by 1:00 p.m. Central Standard
Interview with Prospective Firms	December 4-6, 2017
Negotiation of Contract(s)	December 6-8, 2017
Recommendation to Board	December 12, 2017
Notice to Proceed	December 13, 2017

NATURE OF SERVICES REQUIRED

The firm(s) selected will provide the following architectural services to the District including, but not limited to:

- a) Site reviews and budget analysis.
- b) Present analysis and budget projections to the Board of Education.

The District may retain the selected firm(s) to provide basic architectural services for implementation of projects.

STATEMENT OF QUALIFICATIONS CONTENTS

The firm's or team's Statement of Qualifications shall be organized in response to the information below. Respond only with the information requested. Do not provide any designs, sketches, or conceptual ideas for the project; responses that include these will be disqualified from further consideration. Participation of a local team member will be a consideration of the evaluating committee, as will participation on the team by individuals experienced in the types of work specifically noted above. Proposing teams must refrain from contacting individual members of the Board of Education or selection and evaluation committee until after a contract is executed to perform the work.

1. A letter expressing interest in this project. Comment specifically on why the proposed project may be an appropriate project for your firm or team, and include other firm or team information that would assist the committee in the selection choice of an architect including how you approach projects of this type.
2. The proposing team shall submit an Architect-Engineer Qualification response on OMB Standard Form 330.
 - a) Part 1 shall be submitted in its entirety. Include a separate Section E for each key individual on the proposed team, and include a Section F for each of up to 10 Example Projects.
 - b) Part 2 shall be submitted for each participant of the team listed in Part 1, Section C. Part 2, Sections 10 and 11 shall be left blank.
3. A description with photographs and/or drawings of at least three and no more than five completed projects by your firm or team that demonstrate your ability to formulate and execute a design that meets the project objectives as expressed in this document. At least two of these projects shall be by the key team members proposed for this project. Pages shall be formatted to print to 8-1/2" x 11". Files are limited to 24 single-sided pages.

STATEMENT OF QUALIFICATIONS SUBMISSION

Submissions shall include: 1) Letter of Interest, 2) OMB Standard Form 330, and 3) Additional information including photographs and/or drawings of completed projects as described above.

Submissions shall be forwarded in .pdf format and labeled respectively: 1) (proposername)LETTER.pdf, 2) (proposername)330.pdf, and 3) (proposername)SUBMISSION.pdf.

Submissions shall not exceed 10 MB in size. All responses shall be received not later than November 29, 2017 at 1:00 pm, Central Standard Time.

The three pdf files – 1) the cover letter, 2) Form 330, and 3) additional information with photographs are the only items that will be considered in selection of firms to proceed to interviews.

Attach Statements of Qualifications to an email message with the subject line: S18B-0035 Submission - (proposer name) and email to: contracts@spsmail.org

The School District of Springfield, R-12 will strive to maintain the confidentiality of each respondent's Statement of Qualifications submission to the RFQ, subject to local and state laws governing Missouri public school districts. Respondents shall comply with Missouri requirements for persons offering professional services in the State of Missouri and with the General Terms and Conditions included in this Request for Qualifications.

REVIEW PROCESS AND SELECTION CRITERIA

Following the submittal deadline, the selection committee shall evaluate the submissions. The committee may invite selected firm(s) to interview. Firms are invited to interview, the firm will be allowed 45 minutes and firms will be limited to four team members. Those attending should be the team members who will be assigned to work with the District. The order of the interviews will be determined by random selection. Firms will be evaluated according to their response to the Request for Qualifications based on relevant experience, references, demonstrated expertise, resources of the team, and the interview process.

NEGOTIATION

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

RESPONDENT'S WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Missouri laws.
- B. Respondent warrants that it is willing and able to maintain the following insurance coverage during the life of this contract:

1. Worker's Compensation Missouri Statutory coverage, including Employer's Liability for a limit of 1,000,000/\$1,000,000/\$1,000,000.

2. Comprehensive General Liability Insurance (Occurrence Basis), including completed operations, broad form property damage and contractual liability for the Indemnification Agreement contained in the Contract in the amounts of:

- \$5,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

3. Comprehensive Automobile Liability of \$1,000,000 Combined Single Limit including any Owned Auto and Hired and Non-Owned Auto.

4. Professional Liability/Errors and Omissions coverage:
\$5,000,000

C. Insurance shall be written through a company that is authorized to do business in the State of Missouri. Prior to commencement of any work under this Contract, the Contractor shall provide Certificates of Insurance for the above coverage to the Director of Purchasing, School District of Springfield R-12, 1458 E, Chestnut Expressway, Springfield, Missouri, 65802. This bid number must be shown on all certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

D. Respondent warrants that it will not delegate or subcontract its responsibilities under an Agreement without the prior written permission of the District.

E. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____ Date: _____

Name (typed): _____

Title: _____

Firm: _____

REQUIRED PROVISIONS IN THE CONTRACT

The Contractor agrees to the following provisions of the Contract:

1. **Relationship of the Parties.**

a. **Independent Contractor.** In the performance of all services covered by this Agreement, Contractor shall be deemed to be and shall be an independent contractor of the District.

b. **No Agency.** In the performance of all services covered by this Agreement, neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall either be bound by the acts or conduct of the other unless specifically set forth in this Contract or as approved by the District's Board of Education and Contractor and thereafter authorized in writing by the parties.

2. **Contractors' Employees.**

a. **Not District Employees.** No agent or employee of Contractor or District shall be considered to be an agent or employee of the other party while participating in activities pursuant to this Contract. Contractor's employees shall not be entitled to receive wages from the District or participate in any plans or benefits of employment with District, including but not limited to any pension, insurance plan or similar benefit plans that the District provides to, or makes available to its employees.

b. **Wages, Benefits, Taxes, Insurance.** Contractor shall be solely responsible for the payment of all wages, contributions, benefits, assessments and taxes earned by its employees and shall maintain workers' compensation insurance for each of its employees who are engaged in activities pursuant to the Contract.

c. **Observance of Policies and Procedures.** Contractor shall be responsible to ensure that each of its employees, volunteers, or other associates who perform services pursuant to the Contract comply with the Policies of the District and its Board of Education.

d. **Employee Background Checks.** Contractor shall conduct employee background check, consistent with Missouri Law and the provisions of the Contract, on each of its employees who perform services pursuant to the Contract and/or who may work directly with or around District students or in the District's school buildings.

e. **Exclusion of Employees.** District shall have the right, in its sole discretion, to limit or prohibit Contractor from using any employee or other associate in any District facility or around District students.

3. **Compliance with State and Federal Law.** Contractor shall comply with all applicable Federal and State statutes, regulations and guidelines, including the Constitutions of the United States and Missouri. Without limiting the foregoing, Contractor agrees that it and its employees shall not discriminate against any student, parent of a student or employee of the District; or, against any employee or applicant for employment of the Contractor, on the basis of the person's race, color, national origin, sex, ancestry, religion, age, physical or mental disability or status as a veteran or any other classification protected by applicable Federal, State or Local law or ordinance.

4. **Compliance with FERPA.** Contractor and its employees agree to fully comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* and its regulations, 34 C.F.R. Part 99 ("FERPA") and Section 167.020.7 RSMo. and shall maintain confidentiality concerning personally identifiable information about District's students as required by FERPA and Section 167.020.7 RSMo. Contractor shall also comply in all respects with the requirements of FERPA and cooperate with the District to ensure that the FERPA rights of each student, parent or eligible

student who is provided services pursuant to the Contract are observed, including but not limited to the following:

a. **Access to Personally Identifiable Information.** Contractor and its employees shall refrain from accessing personally identifiable information regarding any District student, unless the student is provided services pursuant to the Contract.

b. **Use of Personally Identifiable Information.** Contractor agrees that any personally identifiable information regarding District's students which is disclosed by the District to Contractor or its employees shall be used solely for the purposes of the Contract as required by 34 C.F.R. § 99.33(a)(2).

c. **Redisclosure of Personally Identifiable Information.** Contractor agrees that it and its employees will not redisclose any personally identifiable information regarding District's students which is disclosed by the District to Contractor, without the prior consent of the parent or eligible student as required by 34 C.F.R. § 99.33(a)(1).

5. **Liability.** Notwithstanding any provision in this Contract to the contrary, Contractor agrees that the District, as political subdivision of the State of Missouri, is entitled to protection for certain causes of action by Sovereign Immunity pursuant to Section 537.600 *et seq.* and otherwise by governmental and official immunity, and nothing in this Contract shall constitute a limitation, restriction, nullification or waiver of the right of the District to assert complete immunity from liability pursuant to sovereign, governmental or official immunity. Further, District shall not be required by this Contract to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunity or provide an indemnity to Contractor. Likewise, in the event any insurance is purchased or maintained by the District, as required by this Contract or otherwise, such insurance shall not constitute a limitation, restriction, nullification or waiver of the District's rights to Sovereign Immunity.

6. **Contractor's Indemnification.** Contractor shall defend and indemnify the District and its personnel, and hold them harmless against any and all liability, including damages, costs and attorney's fees for any claim which alleges that:

a. Contractor or its employees engaged in negligence in connection with their responsibilities under this Contract;

b. Contractor or its employees breached any Warranty provided in this Contract;

c. Contractor or its employees have engaged in discrimination against any person, including claims alleging violations of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, and its implementing regulations 34 C.F.R. Part 106; The Civil Rights Acts, 42 U.S.C. § 1981 through 42 U.S.C. § 1988; the Missouri Fair Employment Act, Section 213.010, RSMo., *et seq.*; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and its Regulations, 34 C.F.R. Part 104; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; the Family And Medical Leave Act, (FMLA) 29 U.S.C. § 2601 *et seq.*; the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621, *et seq.*; the Missouri Teacher Tenure Act, Section 168.102 *et seq.*; Section 105.264, RSMo; the Constitution of the United States of America; the Constitution of the State of Missouri; any other federal or state constitution, statute, law, provision, order, ordinance or regulation;

d. Contractor or its employees have violated the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400 *et seq.*, and its Regulations 34 C.F.R. Parts 300 and 301, toward any District student;

e. Contractor or its employees have violated FERPA with respect to any District student or parent of a District student.

f. Contractor or its employees have engaged in child abuse or neglect pursuant to Missouri law toward any District student.

7. **Governing Law/Venue.** This Contract shall be governed, construed and enforced in accordance with the laws of the state of Missouri. Contractor agrees that venue shall be proper in the United States District for the Western District of Missouri, Southern Division, or the Circuit Court of Greene County, Missouri for any dispute regarding this Contract.

8. **No Assignment.** The rights and obligations provided under this Contract are not assignable without written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

GENERAL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS

1.1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Qualifications (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- 1.1.1. Amendment means a written, official modification to the RFQ or to a contract.
- 1.1.2. Attachment means all forms which are included with the RFQ to incorporate any informational data or requirements related to performance requirements and/or specifications.
- 1.1.3. Buyer means the procurement staff member of the Purchasing Department who is the District's Contact Person for this RFQ.
- 1.1.4. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- 1.1.5. Contractor means a person or organization who is a successful Respondent (Offeror) as a result of an RFQ and who enters into a Contract.
- 1.1.6. Days means calendar days unless otherwise specified.
- 1.1.7. District means the School District of Springfield R-12.
- 1.1.8. Gratuity means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- 1.1.9. Offeror means the person or organization that responds to an RFQ by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- 1.1.10. Offeror's Proposal means the Proposal submitted by the Offeror to this RFQ.
- 1.1.11. Purchasing Department means the District's Purchasing Department.
- 1.1.12. Proposal Opening Date and Time and similar expressions mean the exact deadline required by the RFQ for the receipt of sealed proposals.
- 1.1.13. Request for Qualifications or RFQ means the solicitation document issued by the Purchasing Department to potential Offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- 1.1.14. Subcontract means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

1.2. OPEN COMPETITION

- 1.2.1. It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the District if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from Offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Buyer, unless the RFQ specifically refers the Offeror to another contact. Such communication should be received at least five (5) calendar days prior to the Proposal Opening Date and Time.
- 1.2.2. The Buyer or the person identified in the RFQ as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a RFQ shall refer to the appropriate RFQ number, page, and paragraph. Do not place the RFQ number on the outside of the envelope containing the inquiry since it may then be identified as a Proposal and not be opened until after the Proposal Opening Date and Time.
- 1.2.3. Every attempt shall be made to ensure that the Offeror receives an adequate and prompt response to any inquiry. However, in order to maintain a fair and equitable procurement process, all Offerors will be advised, via the issuance of an Amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFQ, any questions received less than five (5) calendar days prior to the Proposal Opening Date and Time may not be answered.
- 1.2.4. Offerors are cautioned that the only official position of the District is that which is issued by the Purchasing Department in the RFQ or an Amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 1.2.5. The Purchasing Department reserves the right to officially amend or cancel an RFQ after issuance.

1.3. PREPARATION OF PROPOSALS

- 1.3.1. Offerors must examine the entire RFQ carefully. Failure to do so shall be at Offeror's risk.
- 1.3.2. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- 1.3.3. Unless otherwise specifically stated in the RFQ, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirements are for informational purposes only and are not intended to limit competition. The Offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the Offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 1.3.4. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.

- 1.3.5. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 1.3.6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- 1.3.7. Prices offered shall remain valid for 90 days from Proposal Opening Date and Time unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified Contract period.
- 1.3.8. Exceptions to Terms and Conditions: All exceptions included with the Offeror's Proposal shall be submitted in a clearly identified separate section of the Offeror's Proposal in which the Offeror clearly identifies the specific paragraphs of the RFQ where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Buyer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. In addition:
- 1.3.9. Invitation for Bids: An Offeror's Proposal that takes exception to a material requirement of any part of the RFB, including terms and conditions, shall be rejected.
- 1.3.10. Request for Qualifications: All exceptions that are contained in the Offeror's Proposal may negatively affect the proposal evaluation based on the evaluation criteria as stated in the RFQ or result in rejection of the Offer.
- 1.3.11. Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offeror's Proposal.
- 1.3.12. Cost of Offer Preparation: The District will not reimburse any Offeror for the cost of responding to a RFQ.
- 1.3.13. Solicitation Amendments/Addenda: Unless otherwise stated in the RFQ, each Solicitation Amendments or Addenda shall be signed with an original signature by the person signing the Offeror's Proposal, and shall be submitted no later than the Proposal Due Date and Time. Failure to return a signed of any Amendments or Addenda shall result in rejection of the Offeror's Proposal.
- 1.3.14. Disclosure: If the Offeror, or its Firm, business, or person submitting Offeror's Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offeror's Proposal. The Offeror shall include a letter with Offeror's Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

1.4. PREFERENCES

- 1.4.1. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1.5. EVALUATION/AWARD

- 1.5.1. Any clerical error, apparent on its face, may be corrected by the Buyer before the Contract is awarded. Upon discovering an apparent clerical error, the Buyer shall contact the Offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award.
- 1.5.2. Any pricing information submitted by an Offeror shall be subject to evaluation if deemed by the Purchasing Department to be in the best interest of the District.
- 1.5.3. Unless otherwise stated in the RFQ, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- 1.5.4. Awards shall be made to the Offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the best proposal, considering responsibility of the Offeror, and all other evaluation criteria specified in the RFQ and any subsequent negotiations.
- 1.5.5. In the event all Offerors fail to meet the same mandatory requirement in an RFQ, the District reserves the right, at its sole discretion, to waive that requirement for all Offerors and to proceed with the evaluation. In addition, the District reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- 1.5.6. The District reserves the right to reject any and all proposals.
- 1.5.7. When evaluating a proposal, the District reserves the right to consider relevant information and fact, whether gained from a proposal, from an Offeror, from Offeror's references, or from any other source.
- 1.5.8. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a Contract.
- 1.5.9. Negotiations may be conducted with those Offerors who submit potentially acceptable Proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing Offerors.
- 1.5.10. Any award of a Contract shall be made by notification from the District to the successful Offeror. The District reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the District based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the District.
- 1.5.11. Under applicable law, all Proposals submitted and opened are "Public Records" as defined by the Missouri Sunshine Law, Section 610.010(6) RSMo. and must be retained by the District. As public records, Proposals shall be open to public inspection after the Contract is awarded, except for

Proposals which constitute closed public records in accordance with Missouri law. If an Offeror believes that information in its Proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons that information should not be disclosed. The District shall make a determination on whether the stamped information is confidential pursuant to District Procurement Code and Missouri Law.

- 1.5.12. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 1.5.13. The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- 1.5.14. The District reserves the right to request clarification of any portion of the Offeror's response in order to verify the intent of the Offeror. The Offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 1.5.15. Final acceptance will be contingent upon the approval of The School District of Springfield R-12 Board of Education.

1.6. CONTRACT/PURCHASE ORDER

- 1.6.1. By submitting a proposal, the Offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 1.6.2. A binding Contract shall consist of: (1) the RFQ and its Attachments, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFQ changes/additions, (2) the Offeror's Proposal including the Offeror's BAFO, and (3) District's acceptance of the proposal by "notice of award" or by "purchase order."
- 1.6.3. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order.

1.7. INVOICING AND PAYMENT

- 1.7.1. The District does not pay state or federal taxes unless otherwise required under law or regulation.
- 1.7.2. Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 1.7.3. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Purchasing Department.
- 1.7.4. Payment for all equipment, supplies, and/or services required herein shall be made at a minimum 30-day terms. The District shall not make any advance deposits.
- 1.7.5. The District assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the District's rejection and shall be returned at the Contractor's expense.

1.8. DELIVERY

- 1.8.1. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the Contract or within a reasonable period of time, if a specific time is not stated.

1.9. INSPECTION AND ACCEPTANCE

- 1.9.1. No equipment, supplies, and/or services received by the District pursuant to a contract shall be deemed accepted until the District has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- 1.9.2. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- 1.9.3. The District reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- 1.9.4. The District's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the District may have.

1.10. WARRANTY

- 1.10.1. Unless otherwise modified elsewhere in terms and conditions, the Contractor expressly warrants for a period of one year after acceptance that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Purchasing Department, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defects.
- 1.10.2. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of or payment for said equipment, supplies, and/or services.

1.11. CONTRACTUAL REMEDIES

- 1.11.1. If the District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the District may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at Districts' option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- 1.11.2. Stop Work Order:
 - 1.11.2.1. The District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

1.11.2.2. If a stop work order issued under this clause is subsequently canceled or the period of the order or any extension expires, the Contractor shall resume work. The District shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

1.11.2.3. The rights and the remedies of the District specified in this Contract are not exclusive.

1.11.2.4. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

1.11.2.5. The District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the District or damages assessed by the District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

1.12. CONTRACT TERMINATION

1.12.1. The District may cancel this Contract within three (3) years after the date of execution of the Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

1.12.2. The District may, by written notice, terminate this Contract, in whole or in part, if the District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

1.12.3. The District may, by written notice to the Contractor, immediately terminate this Contract if the District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

1.12.4. In the event of material breach of the Contractual obligations by the Contractor, the District may cancel the Contract. At its sole discretion, the District may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the District within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.

- 1.12.5. If the Contractor fails to cure the breach or if circumstances demand immediate action, the District will issue a notice of cancellation terminating the Contract immediately.
- 1.12.6. If the District cancels the Contract for breach, the District reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the Contract from other sources and upon such terms and in such manner as the District deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 1.12.7. The Contractor understands and agrees that funds required to fund the Contract must be appropriated by the Board of Education for each fiscal year included within the Contract period. The Contract shall not be binding upon the District for any period in which funds have not been appropriated, and the District shall not be liable for any costs associated with termination caused by lack of appropriations.

1.13. COMMUNICATIONS AND NOTICES

- 1.13.1. Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

1.14. BANKRUPTCY OR INSOLVENCY

- 1.14.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the District.
- 1.14.2. Upon learning of any such actions, the District reserves the right, at its sole discretion, to either cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

FELONY CONVICTION NOTIFICATION

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

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

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

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

Vendor Name: _____

Vendor Address:_____

Vendor E-mail Address:_____

Vendor Telephone:_____ Fax Number:_____

Authorized Company Official’s Name: _____
(Printed)

Signature of Company Official:_____

Date:_____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

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

Accordingly, your company:

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

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires:

-End of Document-