



**ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

Title: Ionization Equipment Proposals

Issue Date: March 11, 2021

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide the items, goods, supplies and products as described in this RFP.

ELECTRONIC SEALED PROPOSALS FOR PROVIDING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2 PM, CDT/CST, on March 30, 2021. Proposals submitted after that time and date will be rejected.

PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY VIA EMAIL TO:

facilitiesprojectbids@rsdmo.org

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Chris Jerden
Facility Solutions Group
901 Horan Drive
Fenton, Missouri 63026
cjerden@fsg-stl.com
314.956.5776

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contract or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

Important Dates

RFP Issue Date	March 11, 2021
Deadline for RFP Clarification	March 25, 2021
Proposal Due Date	March 30, 2021 at 2:00 PM CST
Award Recommendation Submitted to BOE	April 7, 2021
BOE Approval Date	April 15, 2021

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I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves nearly 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 3,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District has consistently earned the accreditation of Distinction in Performance by the Missouri Department of Education. Additional detailed information about the District may be found at www.rsdmo.org.

The purpose of this RFP is to establish the requirements for providing Ionization Equipment for selected HVAC equipment across the entire District ("Products"). The Products are described more fully below in this RFP. It is anticipated that the delivery of the Products would begin by May 24, 2021, and would be completed by District Personnel by August 1, 2021.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit the proposal electronically to the email listed above. Proposals shall be signed type written. Proposals shall be emailed to:

facilitiesprojectbids@rsdmo.org

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 2PM CST/CDT ON MARCH 30, 2021. Proposals submitted after that time and date will be rejected.

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required products.

Electronic or facsimile proposals will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

- C. Proposers must include at least the following information, data and responses in their proposals:

- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
- (2) If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owing 10% or more of the corporation.
- (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
- (4) A description of Proposer's products which are being proposed.
- (5) Proposer's itemized price for Products at each location, including any and all costs and expenses. Proposer shall submit a price list appropriately evidencing and itemizing

Proposer's prices, including any applicable discounts.

- a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.
 - b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.
- D. Proposers must provide a description or evidence of their experience and qualifications to provide the Products described in this RFP.
- E. Proposers must provide evidence or information as to their financial condition and stability.
- F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each proposer has provided the products being proposed.
- G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.
- H. Detailed Description of proposed ionizer to be installed at each location. See Bid Form for breakdown of locations.
- a. Provide ion output (ions per CFM or cc/Sec) with manufacturer's sheet for all proposed equipment.
 - b. Describe future maintenance requirements.
 - c. Describe unit's self-cleaning capabilities.
 - d. Proposed time frame for delivery of materials

3. AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications, and quality of Proposer's products. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District reserves the right to request clarification or additional information and may interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any proposer.

4. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

5. PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

6. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

7. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

8. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

9. PRICE

Proposers are cautioned that the Products must be furnished at the prices, costs and/or rates submitted and proposed unless otherwise stated. No increase in prices will be permitted during the term of the contract.

10. CONTRACT

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by April 15, 2021. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the Products described herein and the contract provisions included herein. It is anticipated the contract term will commence on April 16, 2021.

11. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability	\$ <u>1,000,000</u> per person per occurrence (Including Contractual Liability)
	\$ <u>1,000,000</u> property damage per occurrence
	\$ <u>1,000,000</u> aggregate all claims per occurrence
Workers' Compensation	As required by applicable law
Employer's Liability	\$ <u>1,000,000</u> per occurrence
Automotive Liability	\$ <u>1,000,000</u> per occurrence
Professional Errors and Omissions	\$ <u>1,000,000</u> per occurrence

12. TAXES

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

13. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products to be provided, as contemplated by this RFP.

14. EXCEPTIONS

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

15. USE OF INFORMATION

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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II. DESCRIPTION OF PRODUCTS

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the Products described herein. The District intends to contract with the successful Proposer to provide the Products consistent with the terms of this RFP. While subject to final determination, the District anticipates that the successful Proposer will begin delivery of the Products on or about May 24, 2021.

IONIZATION UNIT SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. **Scope:** Owner shall pre-purchase ionization units as defined herein and as indicated on attached documents for installation under a separate contract. Ionization units shall be shipped to a single location within the Rockwood School District.
- B. **Jobsite Location:** District-Wide
- C. Provide design and engineering, labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, erection, and installation for switchboards as required for the complete performance of the work, and as shown on the Drawings and as herein specified.

1.2 SUBMITTALS

- A. **Product Data:** Submit product data showing material proposed. Submit sufficient information to determine compliance with the Drawings and Specifications. Submit product data for each type of ionization unit including ion output, voltage, amperage, etc. Include dimensions and manufacturer's technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. **Shop Drawings:** Submit shop drawings for each product and accessory required. Include information not fully detailed in manufacturer's standard product data. Submit shop drawings for each switchboard and related equipment.
 - 1. Indicate front and side enclosure elevations with overall dimensions, conduit entrance locations and requirements, nameplate legends, one-line diagrams, equipment schedule and switchboard instrument details.
- C. **Wiring Diagrams:** Submit wiring diagrams detailing power, signal, and control systems, clearly differentiating between manufacturer-installed wiring and field-installed wiring, and between components provided by the manufacturer and those provided by others.
- D. **Contract Closeout Submittals:**
 - 1. **Operation and Maintenance Data:** Submit operation and maintenance data for ionization units.
 - 2. **Warranty Data:** Submit manufacturer's standard warranty documents.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. **Manufacturer Qualifications:** Equipment representative shall be a firm engaged in the selling of ionization units for at least 3 years.

B. Regulatory Requirements:

Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction. Obtain necessary approvals from such authorities.

C. Standards:

Comply with applicable requirements of the following standards:

1. UL 2998
2. UL 867
3. IAQP
4. OSHPD Seismic (OSP)

i. Electrical Components, Devices, and Accessories:

Electrical components, devices, and accessories shall be listed and labeled as defined in UL, cUL and CE.

b. DELIVERY, STORAGE, AND HANDLING

- i. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with supplier's or manufacturer's name, material or product brand name, and lot number, if any.

c. WARRANTY

- i. **Warranty:** The electrical distribution equipment manufacturer shall warrant the work of this Section to free from faults and defects in materials and workmanship for period of at least twelve months after the date of receipt at the job site.
- ii. **Additional Owner Rights:** The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis of Design:** Products specified shall be manufactured by Global Plasma Solutions or Plasma Air only. Items specified are to establish a standard of quality for design, function, materials, and appearance.

2.2 IONIZATION UNITS

- A. **Product Description:** The manufacturer shall use the following type of equipment based on the following equipment tonnage.
1. 2-6 tons: 1 Unit (i.e. GPS FC-24 or equal by Plasma Air)
 2. 6-12.5 tons: 1 Units (i.e. GPS FC-48 or equal by Plasma Air)
 3. Greater than 15 tons: Bar(s) (i.e. GPS iMod or equal by Plasma Air Bar X)
 4. Substitute (GPS Model iRibbon or equal by Plasma Air) where FC-24 units don't fit (i.e. mini-split systems, etc.) on smaller tonnage equipment.
- B. **Nominal System Voltage:** 24/120/208-240AC.
- C. **Temperature Range:** -40F to 200F
- D. **Humidity Range:** 0-100%
- E. **Frequency:** 50/60 Hz
- F. **Design and Performance Criteria:**
1. Each piece of HVAC equipment, so designated on the schedule of equipment shall provide ionization output as described here within.
 2. The Ionization System shall be capable of:
 - Effectively killing microorganisms downstream of the bi-polar ionization equipment (mold, bacteria, virus, etc.)
 - Controlling gas phase contaminants generated from human occupants, building structure and furnishings.
 - Capable of reducing static space charges.
 - Provide ion output for each type of Equipment used.
 3. The bi-polar ionization system shall operate in a manner such that equal amounts of positive and negative ions are produced.
 4. Equipment Specifications
 - Each bipolar ionization system shall be sized to the airflow rate of the existing HVAC systems and the particulars of the space.
 - All responsive proposals shall describe composition of Bi-polar ionization tubes and recommended maintenance and replacement schedule for the same.
 - All responsive proposals shall describe composition of electrodes and internal circuitry capacity to sense airflow across the electrode output.
 - Describe the self-cleaning capacity and flexibility of programming self cleaning cycle. Systems without a no-maintenance, self-cleaning systems are disfavored.
- G. **Ionization Requirements:**
1. Bi-polar ionization output shall be capable of controlling gas phase contaminants and shall be provided for all equipment listed above.
 - The Bi-polar ionization system shall consist of Bi-Polar Plasma Generator and integral power supply.
 - Ionization Output: The ionization output shall be controlled such that an equal number of positive and negative ions are produced. Imbalanced levels shall not be acceptable.
 - All manufacturers shall provide documentation by an independent NELAC accredited laboratory that proves the product has minimum kill rates for the

following pathogens given the allotted time and in a space condition:

- MRSA - > 96% in 30 minutes or less
- E.coli - > 99% in 15 minutes or less
- TB - > 69% in 60 minutes or less
- C. diff - > 86% in 30 minutes or less
- Covid-19 – 99% in 30 minutes or less

H. Laboratory Testing:

1. Describe all independent Laboratory testing to verify ionization capabilities and effectiveness against each identified microorganism.

I. Tracking/Monitoring:

1. Manufacturer shall provide a testing mechanism for the District to measure ions in space.

J. Delivery Time Table:

1. Provide reasonable time table for delivery of equipment.

K. Equipment Inventory:

1. Attached to this RFP is a complete schedule of equipment to be retrofitted with ionization equipment. The schedule includes existing equipment Model information for reference.

L. Evaluation Factors:

1. Factors to be considered are as follows:
 - Cost
 - Ion Output for each type of equipment
 - Long Term Maintenance Requirements
 - Self-Cleaning Capability
 - Product Warranty
 - Quality of Provided Reference Installations

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation will be by the Owner.

III. CONTRACT TERMS AND CONDITIONS

INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. These terms and conditions also will be included in any purchase order(s) issued by the District. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

WARRANTY AND VIOLATION OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by Rockwood School District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Contractor warrants that all Products covered by this Agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or goods or by payment for them.

No Products received by the District pursuant to this Agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said Products. All Products which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection, or at any later time if the defects contained in the Products were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall no exclude any other legal, equitable or contractual remedies the District may have.

Termination Clause

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Products delivered and accepted up to the date of termination.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.
- C. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Non Discrimination Statement and Certification

The District actively follows a policy of nondiscrimination on the basis 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 laws 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 Humans Rights Act;

Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations.

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor 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, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)

No contract will be awarded (see 2 CFR 180.220) to any parties listed on the government wide 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.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Companies 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.

Federal Rule (2 CFR Part 200)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by the District the proposer certifies that in performance of the contracts, subcontracts, and sub grants of amounts in excess of \$100,000, the proposer will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the

Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Procurement of Recovered Materials (§200.322)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

INSPECTION AND ACCEPTANCE

No Products received by the District pursuant to this Agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said Products. All Products which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection, or at any later time if the defects contained in the Products were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall not exclude any other legal, equitable or contractual remedies the District may have.

INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, workers' compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Workers' Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Products under this Agreement.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Products.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative,

administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's Products actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Facility Director (Mr. Chris Freund) and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the Products provided by Contractor and issues related to the Products. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to provide the Products.

CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Products required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Products on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent

contractor and not as an employee, in the providing of the Products, and in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Products, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. **Consultants must also sign and provide to the District an affidavit (attached) indicating they do not knowingly employ any unauthorized aliens under this agreement.**

BID PROPOSAL FORM

FOR

IONIZATION UNITS

For

ROCKWOOD SCHOOL DISTRICT

17146 Manchester Road

Wildwood, MO 63040

BID PROPOSAL OF: _____
(Equipment Manufacturing Representative, hereafter called the 'Bidder')

Bidder is a: Corporation Partnership Individual
(check one as applicable)

Organized and existing under the laws of the State of _____

The following Proposal is made to:

**Rockwood School District
Attn. Chris Freund
Director of Facilities Services
17146 Manchester Road
Wildwood, MO 63040**

ADDENDA:

The Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____

BID SUMMARY SCHEDULE

ITEM DESCRIPTION	AMOUNT (\$)
DISTRICT-WIDE IONIZATION UNIT EQUIPMENT BID. SEE ATTACHED SUPPLEMENTARY FORM THAT PROVIDES BREAKDOWN OF EACH BUILDING.	

COST BREAKDOWN BY LOCATION

ITEM DESCRIPTION	AMOUNT (\$)
ADMIN ANNEX	
ADMIN CENTER	
BABLER ELEMENTARY	
BALLWIN ELEMENTARY	
BLEVINS ELEMENTARY	
BOWLES ELEMENTARY	
CCL	
CHESTERFIELD ELEMENTARY	
CLARKSON VALLEY ECC	
CRESTVIEW MIDDLE SCHOOL	

ELLISVILLE ELEMENTARY	
EUREKA ECC	
EUREKA ELEMENTARY	
EUREKA HIGH SCHOOL	
FAIRWAY ELEMENTARY	
GEGGIE ELEMENTARY	
GREEN PINES ELEMENTARY	
KEHRS MILL ELEMENTARY	
KELLISON ELEMENTARY	
LAFAYETTE HIGH SCHOOL	
LASALLE SPRINGS MIDDLE SCHOOL	
MARQUETTE HIGH SCHOOL	
POND ELEMENTARY	
RIDGE MEADOWS ELEMENTARY	
ROCKWOOD SOUTH MIDDLE	

ROCKWOOD SUMMIT HIGH SCHOOL	
ROCKWOOD VALLEY MIDDLE SCHOOL	
SELVIDGE MIDDLE SCHOOL	
STANTON ELEMENTARY	
UTHOFF VALLEY ELEMENTARY	
VANDOVER ECC	
WESTRIDGE ELEMENTARY	
WILDHORSE ELEMENTARY	
WILDWOOD MIDDLE SCHOOL	
WOERTHER ELEMENTARY	

UNIT COST SCHEDULE

ITEM DESCRIPTION	AMOUNT / UNIT (\$)
RIBBON: MINI-SPLIT SYSTEMS	
MODULE: EQUIPMENT 2-6 TONS	
MODULE: EQUIPMENT 7.5-12 TONS	

BAR: 39" WIDE COILS	
BAR: 50-54" WIDE COILS	
BAR: 54-60" WIDE COILS	
BAR: 69" WIDE COILS	
BAR: 69" WIDE COILS (2 ROWS)	
BAR: 70-82" WIDE COILS	
BAR: 83-86" WIDE COILS	
BAR: 87-88" WIDE COILS	
BAR: 110" WIDE (AND GREATER) COILS	

INDEMNIFICATION

The Bidder further agrees to indemnify the Owner and Mechanical Program Manager from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against the Rockwood School District by reason of any act of omission of the Bidder, his agents, subcontractors or employees in the execution of the work as set forth in this Request for Proposal.

Dated this _____ day of _____, 2021.

Respectfully submitted by:

Bidder: _____

SEAL
(If Bid is by Corporation)

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone No. _____