



## **WENTZVILLE RIV SCHOOL DISTRICT**

### **“STANDARD GENERAL REQUIREMENTS”**

**GEN – “STANDARD GENERAL REQUIREMENTS” FOR VENDORS/BIDDERS** -- “Standard General Requirements” provides information for products or services to which vendors/bidders will adhere to on Request for Bids (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ). Scope/Specifications may be more detailed and accurate than the “Standard General Requirements” and therefore will be controlling.

**BID/PROPOSAL RESPONSES** – RFB/RFP’s will be processed through “Vendor Registry” or through the sealed RFB/RFP method as specified on each RFB/RFP. To download and view Bids and or Proposals through Vendor Registry, vendors must register their company on Vendor Registry. All questions asked by vendors will be through Vendor Registry and all addendums will be posted on Vendor Registry. Visit [www.vendorregistry.com](http://www.vendorregistry.com) to register.

The vendor hereby declares understanding, agreement, and certification of compliance to “Standard General Requirements” to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original RFB or RFP and as modified by any addendum thereto. All Bids/Proposals must be complete and properly executed by the vendor and received by the date and time noted on the RFB/RFP to be considered.

# **"STANDARD GENERAL REQUIREMENTS"**

## **GEN-1 GENERAL INFORMATION**

1. Listed throughout, are the "Standard General Requirements" for any RFB or RFP in which the Wentzville School District is seeking Bids or Proposals. Vendors will be asked to read these posted requirements prior to submitting any bid or proposal.
2. Bid/Proposal responses will be delivered in a sealed envelope to the Wentzville Administrative Center at 280 Interstate Drive, Wentzville, MO 63385 or uploaded to Vendor Registry as stated in the RFB/RFP specifications no later than the date and time listed on the RFB/RFP. No exceptions. Vendor Registry webpage will close at the exact time. No late bids will be accepted. It is the vendor's sole responsibility to insure their RFB/RFP has been uploaded prior to the deadline date and time.
3. Bids/Proposals may not be withdrawn after scheduled closing time.
4. Purchase Orders issued by the District are made under the laws of the state of Missouri, and for all purposes must be construed in accordance with the laws of said state without regard to principles of conflicts of law. The purchase order will also require that venue for any disputes arising out of the agreement will be in the Circuit Court of St. Charles County, Missouri.
5. Throughout this document the terms "RFP", or "RFB" are to be used interchangeably.
6. Throughout this document the term "District" refers to the Wentzville RIV School District.

## **GEN-2 FINANCIAL ABILITY**

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

## **GEN-3 COMPANY REFERENCES, SUBCONTRACTING, AND WARRANTIES**

1. The District may request at least three (3) references, preferably Missouri educational institutions, whom you have supplied similar equipment and services. The names, titles and telephone numbers of contacts for each reference should be given. Unless you specify otherwise, District officials will be free to contact these references.
2. No subcontracting will be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without prior written approval by the District.
3. Please attach a copy (or detailed description) of all warranties on the equipment to be supplied, plus the cost to the District of maintaining such warranties after the expiration of the agreement if applicable

## **GEN-4 ADDENDUMS**

1. As with any RFP/RFB there may be added information, deleted information, clarification of information or specifications or any questions a vendor may have in reference to the RFB. All Addendums will be posted on Vendor Registry. It is the vendor's sole responsibility to verify if any addendums have been brought forth. Vendors will propose under the same terms and conditions of the original Bid. Thereafter, all addendums will become part of the original Bid process. All clarifications must be received by the vendor prior to the "Additional Information Date" stated in the RFB/RFP.

## **GEN-5 EVALUATION**

1. Upon receipt and after opening, all Bids/Proposals will be evaluated by the District. No decision as to vendor recommendation will be made at the scheduled opening. Additional information necessary to the evaluation process will be requested from the vendor where appropriate.
2. The District may inspect the vendor's facilities to ensure that the vendor can provide the necessary services specified under this agreement.
3. Sufficient inventory of specified items may be required to be maintained by the vendor during the

agreement period in order to meet the requirements of the District. Vendor's commitment to maintain a supply of items currently used by the District may be a consideration when evaluating the Bid/Proposal.

**GEN-6 BASIS OF AWARD**

1. The District's policy is to award a purchase order based upon the "lowest and responsible" Bid/Proposal. However, the District will also strive to select equipment, supplies, services and contractors, which best fulfill the District's overall needs. In making the award, the District will take the following factors into consideration:
  - Extent to which services and/or items meet or exceed specifications and function;
  - Vendor's ability to supply all or most items/services required;
  - Vendor's ability to maintain a sufficient supply of items needed by the District;
  - Any prior experience or history between the District and vendor;
  - Financial strength of the company;
  - The price proposed by the vendor;
  - Other factors deemed significant by District officials.
2. The District reserves the right to reject a Bid/Proposal for any reason; to accept any Bid/Proposal which it deems to be in its best interest; and to reject all Bids/Proposals and solicit new Bid/Proposals. The District reserves the right to waive any technicalities and requirements in the Specifications and Bid/Proposal Form.
3. The District reserves the right to discontinue any agreement with the vendor by giving written thirty-day notice if circumstances warrant such action. Examples of such circumstances include, but must not be limited to: budget/financial considerations; vendor service/product no longer required; and unsatisfactory vendor performance, etc.

**GEN-7 POOR OR NONPERFORMANCE**

1. During the term of the contract/agreement/purchase order, the District may terminate the purchase order for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the District and/or its duly appointed representative. In the event of termination, the District must give the vendor written notice thirty (30) days prior to termination. The District may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as determined by the District.

**GEN-8 DOMESTIC PRODUCTS PROCUREMENT**

1. The District encourages its staff to purchase or lease products manufactured, or produced in the United States and for contractors and subcontractors of the District to do the same when providing goods and services to the District.
2. It is also the policy of the District to give preference to commodities manufactured, mined, produced or grown within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality, price and delivery are approximately the same. (Legal Reference Section 171.181 RSMo.)

**GEN-9 BILLING AND PAYMENT**

1. For awarded Bids/Proposals that require the purchase of "goods", all shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, quantity and item(s) shipped along with proper shipping address. The invoice should be sent to 280 Interstate Drive, Wentzville, MO 63385 and include the purchase order number, quantity and item(s) shipped with price(s).
2. For contractor services, invoices must be received by the Project Manager by the end of the month. Project Manager will review the invoice and make recommendations for the Board of Education's

approval at the following board meeting, the third Thursday of each month. All invoices will be accompanied with a lien wavier.

3. Invoice payments are subject to the Wentzville Board of Education approval and will be made in accordance with Wentzville School District payment cycles.

**GEN-10 DELIVERY**

1. For awarded Bids/Proposals that require the delivery of "goods", the purchase order will specify delivery requirements.

**GEN-11 PRICE**

1. Price(s) will be mandated by the RFB/RFP.

**GEN-12 COLLUSION CLAUSE**

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

1. The prices of this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor; Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and no attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

**GEN-13 TAX EXEMPT STATUS**

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

**GEN-14 "OR EQUAL"**

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

**GEN-15 TOBACCO FREE ENVIRONMENT**

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

**GEN-16 INDEMNIFICATION**

1. To the fullest extent permitted by the law the Vendor must indemnify, defend with legal counsel acceptable to the District, and hold harmless the District, its Board of Education, Board Members, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by

the acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

2. By responding to an RFB/RFP, all vendors acknowledge and agree that the District cannot and will not agree to indemnify, defend or hold harmless the vendor in any manner.

**GEN-17**

**SECURITY IDENTIFICATION BADGES (as related to on site work with services and construction)**

1. All vendor employees servicing, repairing, delivering within the school buildings will be required to sign-in at the front office and receive a temporary security badge.
2. Construction contractor or subcontractor employees working on project sites will be required to obtain security identification badges before coming to the project site. Badges may be obtained through the District's Project Manager stated in the RFB/RFP.
  - a. To obtain a construction security identification badge, the contractor or subcontractor employee must be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.). During normal working hours, employment confirmation may be made by a confirming telephone call to the company.
  - b. Security identification badge must be kept with the contractor or subcontractor employee and prominently displayed while they are on the project site. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the contractor or subcontractor employee as the employee carries out the work.
  - c. If the contractor or subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the contractor or subcontractor employee must promptly present the security identification badge to any employee of the District that requests to see the security identification badge. Failure to promptly present the security identification badge must be grounds for instant removal of the contractor or subcontractor employee from the project site until the security identification badge can be presented. If the contractor or subcontractor employee fails to present the security identification badge a second time, the District may request the contractor or subcontractor employee to be removed from the project site permanently.
  - d. No employee of the vendor must be authorized to have contact with or otherwise be in the presence of District students without a District employee also being present.
3. Security identification badges are not required to be worn by construction personnel while performing work outside and are not in close proximity of students or are performing work when school is not in session

**GEN-18**

**REQUIRED E-VERIFY COMPLIANCE**

1. Vendors will be required to comply with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program. The vendor represents and warrants that it is in compliance with Section 285.530 at the time of award of this RFP. Vendors will be required to provide a sworn affidavit and supporting documentation if awarded the bid/proposal affirming participation in a qualified federal work authorization program and that vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to any agreement entered into with the District.

**GEN-19**

**CONSTRUCTION PROJECTS – CONTRACTORS & SUB-CONTRACTORS**

1. Pursuant to Section 292.675 RSMo the construction contractor must provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program (within sixty (60) days of beginning work on this project).
2. It must be mandatory upon the contractor and any subcontractor under him/her to pay not less

than the specified prevailing wage rates to all workmen employed by them in the execution of the contract, (see 290.250, RSMo).

3. Contractors and sub-contractors must forfeit as a penalty to the state, county, city and county district or other political subdivision on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, if such workman is paid less than the said stipulated rates for any work done under said contract, by him/her or by any subcontractor under him/her, and the said public body awarding the contract must cause to be inserted in the contract a stipulation to this effect, (see 290.250 RSMo).
4. Contractor must post a legible list of all prevailing wage rates in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. Notice must be posted during the full time that any worker is employed on the job, (see section 290.265, RSMo).
5. The Wentzville School District will make final payment only after the vendor has filed an affidavit of Compliance with the contracting public body, (see section 290.290 and 290.325, RSMo). Before final payment will be made, the contractor and all subcontractors must file an Affidavit of Compliance with the contracting public body. No payment can be legally made by the public body (Wentzville School District) to the contractor(s) until this affidavit is filed in proper form and with the public body (Wentzville School District).
6. All workmen must be experienced in their line of work, the job site must be left in a clean first-class condition, and free of debris on a daily basis.
7. The Contractor must comply with all applicable state laws, municipal ordinances and the rules and regulations of governing authorities. The Contractor must observe all regulations governing the provisions of the State Worker's Compensation Law. The Contractor must save and hold harmless the District from and against all liability, claims and demands on account of personal injuries, property loss or damage of any kind whatsoever connected with the performance and agreement entered into with the District.
8. Only Missouri laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo). Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at [http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp) or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>. Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, and Wisconsin.
9. *Current Prevailing Wage Order* issued by the Missouri Division of Labor Standards will apply to all construction projects.

#### **GEN-20      VENDOR REQUIREMENTS – (IF APPLICABLE)**

1. The vendor must possess all current permits and licenses for operation.
2. Vendor staff will not be under the influence of alcohol and/or drugs in the performance of their duties with the District. Rudeness, vulgar or obscene language or inappropriate physical contact will not be tolerated.
3. All employees, contractors and subcontractors working for or associated with the vendor, who will be on any school premises during school hours, must have cleared both a Missouri Highway Patrol and an FBI background check. This may be propriety information and can be kept with the vendor, however the vendor must supply paperwork stating their employees have cleared the checks. No vendor employee, contractor or subcontractor will be allowed on any District premises who is a registered sex offender.
4. Should services require vendor's staff to interact with students:
  - a. All vendor staff will have an FBI/Highway Patrol Background Check which includes fingerprints. The charge for this process will be paid by the vendor for all staff who will be in District Facilities. Vendor staff who have been convicted of a felony or misdemeanor may not be allowed to provide services to the District.

- b. All vendor staff who provide services to the District students will have a TUBERCULIN PPD (Tuberculosis) test performed prior to being scheduled to work. This will be at no charge to the District. Vendor staff who test positive for Tuberculosis may not be allowed to provide services to the District.
  - c. All vendor staff will have their name run through the Missouri State Highway Patrol/Missouri Department of Social Services Child Abuse or Neglect Criminal Records check. There is no charge for this service.
  - d. It is the total responsibility for the vendor to ensure that their above paperwork mentioned is on file. If it is found that a vendor staff does not have the appropriate forms on file, they will be asked to leave the District premises until all forms are on file with the District Human Resource Department.
5. The vendor must not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the school board: including any committee member for the purpose of influencing consideration of an RFB/RFP.
  6. It must be each vendor's responsibility to obtain and verify all the information required on the Bid/Proposal, prior to the submission of the Bid/Proposal. No objections with regard to the application, meaning, or interpretation of any or all of the specifications and/or the general information will be considered after the closing date and time of the Bid/Proposal. No claims of misinterpretation or lack of understanding of any information relating to the Bid/Proposal will be accepted after the closing date and time.
  7. Vendors are expected to utilize the Project Manager or RFB/RFP contact as the sole representative for ALL information regarding the RFB/RFP. Vendors, who contact any other district employee or representative of the District regarding the subject of this RFP, are subject to disqualification.
  8. The vendor must have been in business for a minimum of five years.
  9. The vendor will not assign any of the rights, duties, or payments arising under any agreement to any third party without the consent of the District.
  10. The vendor will disclose if any of the owners of their company are employed by the Wentzville School District, including persons who may subbed for the district or have retired from the District.
  11. It is the intent of RFB/RFP and specifications to select a vendor or vendors to create a working agreement between all parties. The District however is under no obligation to assign, reward, or select any vendor for the fulfillment of an RFB/RFP.
  12. By submitting a RFB/RFP, the vendor specifically agrees that the decision of the Wentzville School District is final and binding and agrees to all contents of the RFB/RFP.
  13. The vendor will comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws, as well as the applicable Policies and Regulations of the District's Board of Education.
  14. Every provision of law and clause required by law to be inserted in any agreement with the District will be deemed to be inserted and the agreement will be read and enforced as though it were included.
  15. No vendor will perform service or deliver product without a District purchase order.
  16. It is expected that the vendor will provide their best pricing and services on RFB/RFP. The District will not negotiate with any vendor after the bids/proposals have been read publicly unless stated in the RFP.

## GEN-21

### INSURANCE REQUIREMENTS

Vendors, contractors and/or sub-contractors (used interchangeably) must, at its expense, procure and maintain at a minimum for the duration for any service or project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating or A-IX or higher:

1. Workers' Compensation and Employers Liability Insurance: Must carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance must be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage must be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to the requested limit.

2. Commercial General Liability Insurance: Must carry Commercial General Liability Insurance written on ISO occurrence for CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and must cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
  - a. Premises and Operations
  - b. Products and Completed Operations
  - c. Contractual Liability insuring the obligations assumed by the Contractor under this Contract
  - d. Personal Injury Liability and Advertising Injury Liability
  - e. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit must apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by any agreement with the District.
3. Limit of Liability: The Commercial General Liability policy limits must not be less than:
  - a. \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
  - b. \$2,000,000 Aggregate for Products/Completed Operations
  - c. \$1,000,000 Personal Injury/Advertising Injury
  - d. \$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section).
4. Additional Insured: The District, all of its officers, directors and employees, must be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the Insurance certificate provided to the District and a copy of the endorsements confirming coverage should accompany the insurance certificate.
5. Primary Coverage: Commercial General Liability Policy must apply as primary insurance and any other insurance carried by the Architect (if applicable) or the District must be excess only and will not contribute with vendor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
6. Business Automobile Liability Insurance: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and must be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the District and all of its officers, directors and employees as Additional Insureds. The policy must be endorsed to be primary coverage and any other insurance carried by the District must be excess only and will not contribute with Contractor's Insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the Insurance certificate.
7. Umbrella Excess Liability: Should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/ \$2,000,000 aggregate over the above listed coverages. This policy should "follow- form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/ \$3,000,000 aggregate.
8. Waiver of Subrogation: The Commercial General Liability and Automobile Liability policies must each contain a waiver of subrogation in favor of the District and its officers, director and employees.
9. Certificates of Insurance: As evidence of the Insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer must be furnished by the vendor to the District and Architect (if applicable) before any work is commenced by the vendor. The District must have the right, but not the obligation, to prohibit vendor, contractor or any subcontractor from entering the project site until such certificates are received and approved by the District. With respect to insurance to be maintained after final payment, an additional certificate (s) evidencing such coverage must be promptly provided to the District as a precondition to final payment. The Certificate of Insurance must provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the District. Failure to maintain the insurance required herein may result in termination of any agreement at District's option. In the event the vendor does not comply with the requirements of this section, the District must have the right, but not the obligation, to provide insurance coverage to protect the District and Architect (if applicable), and charge the vendor for the cost of that insurance. The required insurance must be subject to the approval of the Architect (if applicable), but any acceptance of insurance certificates by the Architect (if applicable) or District must in no way limit or relieve the vendor, contractor or any subcontractor of their duties and responsibilities in the agreement.
10. Copies of Policies: must furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of the District's written request for said policies and/or prior to commencing work.
11. Subcontractors: Vendor must cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor must provide to Owner copies of certificates evidencing coverage for each subcontractor, subcontractors' commercial/general liability and business automobile liability insurance must name the District



- and its Architect (if applicable) as Additional Insureds and have the Waiver of Subrogation endorsement added.
12. Other Insurance: The District may require insurance coverage in excess of the types and amounts required in this Exhibit. Vendor must attempt in good faith to obtain quotes for such additional coverage and provide them to the District for review. Vendor must purchase any such additional insurance as may be requested by the District in writing. The District must pay any additional premium for such additional coverage.

**GEN-22 GOVERNING LAW, JURISDICTION AND VENUE**

1. The Purchase order must be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under the agreement, the venue for such actions must be the Circuit Court of St. Charles County, Missouri.

**GEN-23 CONFIDENTIALITY**

1. To the extent that is applicable, the vendor will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 10 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act (HIPAA), and will indemnify the District for any damages suffered by it, by reason of vendor's failure to do so.

**GEN-24 ANTI- DISCRIMINATION AGAINST ISRAEL**

1. Anti-Discrimination Against Israel – To the extent that 34.600, RSMo. applies to this Agreement, Vendor hereby certifies pursuant to said statute that it is not currently engaged in and must not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

## E-VERIFY

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. Agrees 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. Agrees 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. Agrees 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) of 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**

1. I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:
2. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
3. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
4. 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.
5. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services 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: