



UNION PUBLIC SCHOOLS

GENERAL CONDITIONS TO THE SOLICITATION

GENERAL

- 1.1. The General Conditions shall be applicable to this solicitation and the Bidder's response to this solicitation and may be incorporated into the award and contract.
- 1.2. By submitting a response to the solicitation, the Bidder acknowledges that he/she has read, understands, and agrees to the requirements of this solicitation.
- 1.3. **Union Public Schools is an equal opportunity employer** and complies with all applicable federal and state civil rights statutes, laws, and regulations. Discrimination is prohibited against any person in recruitment, selection, promotion, transfer, retention, discipline, pay or other terms and conditions of employment, in access to facilities, in treatment of individuals with disabilities, or in any aspect of operations, because of race, age, color, religion, national origin, pregnancy, gender, gender expression or identity, sex, sexual orientation, disability, genetic information, or veteran status. Discrimination is a violation of the law and will not be condoned or tolerated in the district. See also notice at [Equal Opportunity - Union Public School district I-009](#).

2. DEFINITIONS

- 2.1. **Addendum** a written change, addition, alternation, correction, or revisions to a solicitation and/or contract. **Amendment** means a written change, addition, correction, or revision to the solicitation that will be issued in the form of an addendum and becomes part of the solicitation record.
- 2.2. **Bid/Offer/Response** means bidder's response, proposal, bid, or quote, to the school district's solicitation. Response and Offer may be used interchangeably.
- 2.3. **Bidder** is the individual, person, or entity that submits a response offer to this solicitation.
- 2.4. **Contract** means the written, mutually agreed upon and binding legal agreement by and between Bidder and school district, as a result of award of this solicitation.
- 2.5. **Contract Document** shall mean the school district's purchase order and/or separate written agreement(s) by and between the successful Bidder and the school district. Unless specifically removed in writing within the final contract documents, these GENERAL CONDITIONS shall be incorporated into the purchase order or written separate agreement.
- 2.6. **Customer** shall mean the school, department or school employee ordering and receiving the goods or services.
- 2.7. **District or the school district** shall mean Independent School district Number Nine of Tulsa County, Oklahoma, Union Public Schools.
- 2.8. **Debarment and Suspension** shall mean any action taken by a debarring official under federal or state law or regulations that exclude the Bidder and/or any business entity from inclusion on the Supplier list for bidding; offering to bid or quote; or receiving an award and contract from the school district. It may also apply to existing purchase orders, orders, and contracts with the school district.
- 2.9. **Destination** shall mean the school districts distribution center receiving dock or other school, building or location as designated on the purchase order or separate contract.
- 2.10. **Inspection** shall mean examining and testing equipment, materials, suppliers, or services to determine whether such conform to the contract requirements and/or are acceptable to the school district.
- 2.11. **Non-Responsive** means any response to a solicitation (such as an Invitation for Bid, Request for Proposal, etc.) that fails to meet the mandatory or essential requirements set forth in the solicitation documents. ☐ This means that if a bidder does not comply with the critical terms, specifications, or instructions required by ups, their bid will be considered non-responsive and may be rejected without further consideration.
 - Disqualification of bids.
 - Non-renewal of contracts.
 - Exclusion from future solicitations.
 - Penalties as outlined in federal and state procurement regulations.
- 2.12. **Purchase Order** is the school district's written offer to purchase and contract to validate the proper encumbrance of funds as required by the State of Oklahoma and formalize the terms and conditions of the purchase of goods and services, including, but not limited to, statements of work, descriptions of goods and services, quantity, pricing, delivery requirements and terms, and terms of payment with the selected Supplier.
- 2.13. **Purchase Order Terms** mean the terms attached to the school district's purchase order as referenced [here](#).
- 2.14. **Solicitation** means an Invitation for Bid (IFB), a Request for Qualifications (RFQL), a Request for Quote (RFQ), a Request for Proposal (RFP), or a telephone or emailed request for quotes or pricing.
- 2.15. **Successful Bidder** means the Bidder whose solicitation offer, bid, quote was awarded with a purchase order.
- 2.16. **Supplier** means the Successful Bidder, or a selected entity awarded a contract and issued a purchase order for goods and services from the school district.
- 2.17. **You / Your** mean the Bidder.

3. SOLICITATION REQUIREMENTS

- 3.1. **Offer.** Your offer may be withdrawn at any time prior to the expiration and/or due date of the solicitation as permitted by the eProcurement solution.



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- 3.1.1. Your offer may be accepted or rejected in whole or in part by the school district.
- 3.1.2. Your offer must be responsive to the solicitation.
- 3.1.3. Your offer shall remain valid for not less than ninety (90) calendar days after the closing date and time of the solicitation, or longer if specified separately within the solicitation. You may submit a shorter offer term within your response. Alternate offers may be rejected or accepted by the school district.
- 3.1.4. After the solicitation has closed/expired, your offer cannot be amended, changed, or withdrawn.
- 3.1.5. If you attempt to cancel, change, or withdraw your offer after you have been awarded, the school district shall reserve the right to terminate the award, cancel the purchase order, award to the next lowest responsive Bidder, rebid the project, or seek alternate means for sourcing the project.
- 3.1.6. If the solicitation allows for a blended submission, all pages, terms, conditions, special provision, bid forms and pricing must be received by the deadline (closing time) of the solicitation. Blended-type responses, i.e., electronic, or manual, will only be permitted if so, stated on the eProcurement solicitation.
- 3.2. **Right to Cancel, Terminate, Reject, and Change.** The school district reserves the right to:
 - 3.2.1. Reject any or all offers and/or waive any irregularities, informalities or technicalities within any offer received.
 - 3.2.2. Terminate and/or cancel this solicitation at any time.
 - 3.2.3. Make changes to this solicitation at any time before the closing/expiration date and time.
 - 3.2.4. Union Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, should the District determine that it is in the best interest and at the convenience of the District to do so.
- 3.3. **Award.** Award shall be based on the type of sourcing method used. Generally, the following shall apply:
 - 3.3.1. IFBs – Awarded to lowest responsive and responsible Bidder. If method of award is specifically defined by Oklahoma for federal statute, award will be based on the statute.
 - 3.3.2. RFPs – Awarded to the responsive and responsible Bidder whose proposal is most advantageous to the school district with price and other factors considered. Evaluation criteria and points will be specified in the Special Terms and Conditions (Special Provisions) section of the solicitation.
 - 3.3.3. RFQs – Either award criteria for IFBs or RFPs depending on the requirements of the solicitation.
 - 3.3.4. RFQs – Selections based on qualifications and evaluation criteria specific to the method.
 - 3.3.5. RFIs – Not an awarded method.
 - 3.3.6. Bids may be awarded based on the lowest unit price per item or items may be combined for an aggregate awarded at the school district's discretion. Bids may be rejected in whole or in part. All or nothing bids may be disqualified. The school district reserves the right to make award, in whole or in part, whichever is in its best interest.
- 3.4. **Bidder Qualifications.** The school district may use any or all of the following factors in determining whether a Bidder is considered to be qualified, responsible, and responsive:
 - 3.4.1. The ability, capacity, and skill of the Bidder to perform the contract or provide the services requested.
 - 3.4.2. The Bidder's ability to provide the services and/or furnish goods promptly or within the time frame required.
 - 3.4.3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 - 3.4.4. Past performance of the Bidder or manufacturer with the school district.
 - 3.4.5. The Bidder's compliance with the laws and ordinances.
 - 3.4.6. The sufficiency of the Bidder's financial resources.
 - 3.4.7. The Bidder's conformance to the solicitation's product and service specifications and requirements, and the quality, availability, adaptability, the products, and services the Bidder offers.
 - 3.4.8. The Bidders ability to furnish warranty service, local sales, and service, and/or maintenance for the products or equipment offered.
 - 3.4.9. The Bidder's delivery scheduled offer.
 - 3.4.10. The Bidder's completion and submission of the bid solicitation package.
 - 3.4.11. The Bidder's ability to furnish alternate products and/or services as required.
 - 3.4.12. The Bidder's agreement to pricing as specified in scope of work.
 - 3.4.13. Submission of Supplier registration information and W-9.
 - 3.4.14. Other factors which are determined to be in the school district's best interest.
- 3.5. **Tie bids.**
 - 3.5.1. In the event of a tie bid, the school district may award based on the best delivery schedule offered in the Bidder's response.
 - 3.5.2. The school district reserves the right to award a tie bid based on geographic preference given to local and Oklahoma entities.
 - 3.5.3. Any other factors deemed most advantageous



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3.6. Ethical Conduct and Prohibited Practices

- 3.6.1. Each Bidder shall ensure that no improper, unethical, or illegal relationships or conflict of interest exist between or among the Bidder, District personnel or board member of the District.
- 3.6.2. No negotiations, decisions, or actions shall be initiated by any Bidder as a result of any verbal discussion with any school district employee or consultant prior to the opening of responses to this document.
- 3.6.3. Except for conducting existing business, Bidders shall have no contact, either written or verbal, with any school district employee, (including the District's Board of Education members, the school district's legal counsel, the school district's Superintendent of Schools, or other employee). Questions shall be submitted using the e-Procurement solution or emailing the school district's designated buyer or representative named herein, during the period beginning with the issuance of this document through approval of award.
- 3.6.4. By submitting an offer, you hereby attest to the following:
 - 3.6.4.1. Your offer has been prepared independently and without any collusion and fraud by and between a school district employee and your company, or by and between you and a competing Bidder or potentially competing Bidder.
 - 3.6.4.2. No employee, agent, owner, principal, or representative of your company has offered any bribes, inducements, favors, gratuities, or anything of value to any school district employee to influence the award of this solicitation or in exchange for favoritism in evaluating and awarding this solicitation.
 - 3.6.4.3. No employee, agent, owner, principal, or representative of your company has assisted any employee of the school district in developing the specifications, scope of work, or the requirements of this solicitation.

3.7. Required Affidavits for Sealed Bids and Proposals.

- 3.7.1. Responses to IFBs and RFPs must include a signed and notarized non-collusion and business relationship affidavit. The signed and notarized affidavit must be uploaded into the eProcurement solution before the solicitation closes.
- 3.7.2. In the event the Bidder is unsuccessful in uploading the signed and notarized affidavit(s) within the eProcurement solution, the Bidder may be permitted to submit the affidavits by other methods, provided the following conditions are met.
 - 3.7.2.1. The Bidder must furnish a written explanation as to why the affidavit(s) were not uploaded with the submission by the deadline.
 - 3.7.2.2. The affidavit(s) must have been signed and notarized at a date and time prior to the bid closing.
 - 3.7.2.3. The affidavits must be provided within two (2) business days after request from the Union Purchasing Department.
- 3.7.3. The Bidder's failure to properly plan and submit a timely offer shall not be a sufficient reason for an affidavit submission (uploading) waiver, i.e., timely preparation and submission of the offers is required.

- 3.8. Electronic and copied signatures and notarization authentications will be permitted; however, the school district reserves the right to request the "wet" signed document from any or all Bidders. The "wet" signed documents shall not be withheld from the school district and shall be provided within five (5) business days of the request.

3.9. Specifications and Requirements.

- 3.9.1. The specifications provided in this solicitation are intended to describe the item(s) and/or services requested; however, said specifications and requirements are not intended to limit, exclude, or take precedence over a manufacturer's specifications.
- 3.9.2. References to a manufacturer's brand name, trade name, information, part numbers, and catalog numbers may be provided to describe and establish the general quality, functionality, and features of the desired items. These references are not intended to limit or prohibit competition. A Bidder may offer any brand or model for consideration, provided such alternate materially meets or exceeds the specifications.
- 3.9.3. The school district maintains full rights in determining whether an alternate meets or exceeds the specifications required, i.e., approves the alternate as equal.
- 3.9.4. For responses involving alternate products, the Bidder must include (upload) the manufacturer's product literature, information, and specifications.
- 3.9.5. When Brand, Trade Names, and associated part numbers or catalog numbers are specified, the Bidder may submit an alternate bid for consideration as "EQUIVALENT" or consideration for as an "APPROVED EQUAL." Said references shall mean any other make, equal in material, workmanship, and service, and is as efficient and economical in operations, function, and features.
- 3.9.6. Where the school district has established standardization on products or materials or where OEM parts are required, alternates may be limited or restricted.
- 3.9.7. Bidder warrants that all merchandise will materially conform to the description and applicable specifications and shall be good merchantable quality and fit for the specified purpose for which it is sold. This warranty shall be in addition to any standard warrant or service provided by the Seller to the Buyer.
- 3.9.8. Unless specified elsewhere herein, all bids must be for goods which are factory new. No reconditioned, remanufactured, used, demonstration models, or otherwise previously owned or used shall be permitted or considered.



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4. FEDERAL PROCUREMENT REQUIREMENTS.

- 4.1. As applicable to all federally funded projects, the Bidder must comply with and agree to the following requirements of 2 CFR Part 200 and Appendix II of 2 CFR Part 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS. SECTION (A) – (L).
- 4.2. (A) Contracts over \$250,000. All contracts over \$250,000 shall include administrative, contractual, or legal remedies for contractor's violation or breach of contract terms and provide sanctions and penalties for violation and breach of such.
- 4.3. (B) Contracts over \$10,000. For all contracts over \$10,000 involving federal funds, the school district shall have the right to terminate for cause and convenience and address the basis for settlement in any resulting contract or agreement. The school district may terminate a successful Bidder's award and contract and/or cancel purchase order(s) by providing the successful Bidder with a seven (7) day written notice. The school district shall only be required to pay for the goods and services received prior to the termination and/or cancellation. Any goods that are custom or uniquely produced by the supplier pursuant to a bona fide order submitted by the school district before the termination and/or cancellation must be delivered in accordance with the order terms and conditions. The school district shall only be required to pay the successful supplier for the custom or uniquely produced goods which conform to the order requirements; are delivered in a timely manner; and have been received and determined to be acceptable by the school district.
- 4.4. (C) Equal Opportunity Employer.
 - 4.4.1. By responding to this solicitation, the Bidder acknowledges that it is an Equal Opportunity Employer. The Bidder agrees that it does not and will not discriminate against any employee or applicant for employment based on race, color, sex (including pregnancy, gender identity, and sexual orientation), religion, national origin, age (40 or older), genetic information, or disability. Furthermore, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p 339) as amended by Executive Order 11375, relating to amending EO 11246 and implementing 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4.5. (D) The Davis-Bacon and Related Acts (DBRA)
- 4.6. (E) Contract Work Hours and Safety Standards Act, as Amended
- 4.7. (F) Rights to Inventions Made Under a Contract or Agreement
- 4.8. (G) Clean Air Act Text | US EPA Summary of the Clean Water Act | US EPA
- 4.9. (H) Energy Policy and Conservation Act
- 4.10. (I) Debarment and Suspension
- 4.11. (J) Byrd Anti-Lobbying Amendment
- 4.12. (K, L, M) Procurement of Recovered Materials
- 4.13. Small, Disadvantaged, Women-owned, and Minority Businesses (SDWM)
 - 4.13.1. Based on the product and/or service, and where it is practical, feasible, economically feasible, and in the best interest of the school district, the school district may divide total requirements into smaller tasks or quantities to encourage maximum participation of SDWM businesses.
 - 4.13.2. Establish delivery specifications and/or requirements which encourage participation by SDWM business.
- 4.14. Miscellaneous.
 - 4.14.1. Federally funded bid protests. The school district's bid protest procedures are located at BID PROTEST PROCEDURES.
 - 4.14.2. The successful Bidder/contractor agrees to maintain all required records for THREE years after final payment and all other pending matters (audits) are closed for all negotiated contracts.
 - 4.14.3. All cost-plus-a-percentage-of-cost contracts by and between the school district and a Bidder and/or successful Bidder using Federal funds shall be prohibited and void.
 - 4.14.4. Allowable costs paid from federal funds shall be net of all discounts, rebates, and applicable credits.
 - 4.14.5. No payment shall be made to a successful Bidder from a cost reimbursement contract that is in excess of the successful Bidder's actual, net allowable costs.
 - 4.14.6. The successful Bidder shall provide the school district, the State Agency, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers and records of the successful Bidder which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.



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5. OKLAHOMA DISABLED VETERAN ENTERPRISE ACT

- 5.1. In accordance with the [Oklahoma Disabled Veterans Enterprise Act](#), the school district may apply a three-point bonus preference to service-disabled veteran business, as defined by the Act, doing business as Oklahoma firms, corporations, or individuals, or which maintain Oklahoma offices or places of businesses involving the performance of any job or service.
 - 5.1.1. Qualifying Bidders will need to disclose their qualifying status within their solicitation response.

6. MISCELLANEOUS CONDITIONS

- 6.1. All deviations of bid specifications and/or any of the requirements of this solicitation must be clearly stated provided in the Bidder's response.
- 6.2. The school district will not reimburse any Bidder for expenses incurred in preparing bids or any response to this solicitation.
- 6.3. The unit price submitted by the Bidder shall be the determining bid price when there is an error between the unit price and the calculated extended price.
- 6.4. The successful Bidder shall provide or direct the manufacturer to provide the school district with current Safety Data Sheets for all hazardous materials furnished to the school district.
- 6.5. Quantities requested in this solicitation are estimated. The school district reserves the right to increase or decrease quantity of any item and to order any or all of the items quoted prices.
- 6.6. Failure to respond to this solicitation or advise the school district of a "NO BID" may result in forfeiture of future opportunities to receive bid solicitations.
- 6.7. Except as expressly stated herein, any document, statement, language or crossed out sentences intended to supplement, deviate, or modify any provision of this bid shall be grounds for having the bid disqualified.
- 6.8. No charges for delivery including, but not limited to the following, shall be permitted unless expressly included and itemized in the bid: delivery, shipping, freight, insurance, packaging, handling, carriage, licensing fees, cost of bonds, customs duty, parcel post, express, drayage, or other related shipping or handling fees.
- 6.9. In the event the apparent low Bidder fails to fulfill the requirements of this solicitation and its offer, the school district reserves the right to cancel the purchase order and award to another Bidder or rebid.
- 6.10. Price, quality, specifications, payment discounts, warranty, travel time for warranty service, service ability, delivery guarantee/ time maybe determining factors in awarding the bid.
- 6.11. Unless otherwise specified in the Bidder's response, all prices must include delivery F.O.B. Destination freight pre-paid by the seller to the school district's location as specified on the bid form.
- 6.12. Delivery F.O.B. Shipping Point or Origin shall not be acceptable unless expressly stated in the solicitation.
- 6.13. Generally, products must be palletized together when shipping to the school district.
- 6.14. The successful Bidder and/or its shipper must notify the Union Distribution Center at least 24 hours before estimated arrival date and time of shipment arrival.
- 6.15. Union Public Schools Distribution Center – 5526 S. 129th East Avenue, Tulsa, Oklahoma, 74134. Open Monday to Friday, 6:30 a.m. to 2:30 p.m. Receiving Office: 918-357-7070; Coordinator's office – 918-357-6179. Closed on all major holidays.
- 6.16. Your pricing response shall not exceed the fourth decimal point.
- 6.17. If a brand model or product has been discontinued and the manufacturer or producer has issued a replacement model, the Bidder may submit the replacement model as an alternate.
- 6.18. If a branded model or product becomes discontinued after the solicitation terms has closed (expired), the Bidder may offer the manufacturer and/or producer's replacement model/product, provided such is of commensurate rate and quality and the bid price remains unchanged. The school district reserves the right to accept or reject all substitutions whether to the bid or after award and order.
- 6.19. To evaluate offers, the school district reserves the right to seek clarification from any Bidder regarding its offer.
- 6.20. **Piggyback Provisions.** Upon mutual consent by and between the school district and the awarded Bidder, the Parties may permit other Oklahoma school districts to piggyback on the awarded solicitation.
 - 6.20.1. If so permitted, the successful Bidder will agree to extend the unit price offer to piggyback schools.
 - 6.20.2. All goods shall be delivered FOB Destination freight pre-paid by the successful Bidder.
 - 6.20.3. For school districts outside of the Tulsa Metropolitan areas, the successful Bidder may negotiate additional freight charges as necessary to cover its costs.
 - 6.20.4. Piggyback awards may be renewed for additional one (1) year terms for up to four (4) additional terms.
- 6.21. **Cooperatives and Oklahoma State Contract.**
 - 6.21.1. If the Bidder has been awarded an Oklahoma State Contract for the goods or services requested in this solicitation, the pricing and terms must be equal to or better than the pricing offered under the Oklahoma State Contract for the Zone where the school district is located.
 - 6.21.2. Bidders may use other cooperative contract pricing as a basis for the pricing in the solicitation; however, the Bidder should check to see if the school district is a participating member of the cooperative before submitting its offer.



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6.22. **Delivery Requirements (Mandatory).**

- 6.22.1. All orders shall be subject to award and subsequent issuance of a purchase order shall include the following requirements:
- 6.22.2. Delivery F.O.B. destination Union Public Schools and participating "piggyback" schools designated point of delivery.
- 6.22.3. Products must be palletized with other like products together.
- 6.22.4. The supplier must notify the Union Distribution Center at least 24-hours prior to scheduled delivery.
- 6.22.5. The District's Distribution Center has a dock.

Union Public Schools
Distribution Center-Truck Delivery Entrance
5526 S 129th East Avenue
Tulsa, Ok 74134
Receiving: (918) 357-7070
Warehouse Coordinator: (918) 357-6179
Child Nutrition Warehouse Assistant Coordinator: (918) 357-7068
Delivery Times: Monday-Friday 6:30 am to 2:30 pm

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Contract Provision by Reference.** The school district's offer to purchase (awarded solicitation to Bidder) by issuance of a purchase order and/or separate agreement/contract or both shall, unless otherwise agreed to by both parties, include these GENERAL TERMS AND CONDITIONS by reference. In the event of a conflict between any Bidder quotes, agreements, proposals, offers, orders, order confirmations, emails, or invoices, these General Terms and Conditions shall supersede and prevail over all Bidder furnished transaction information.
- 7.2. **Assignment.**
 - 7.2.1. The awarded contract or purchase order shall not be assigned by the original Bidder without the expressed written permission of the school district.
- 7.3. **Breach of Contract.**
 - 7.3.1. Unless expressly agreed to by and between the successful Bidder and the school district, the school district reserves the right to revoke an award, cancel and terminate any order, purchase order or agreement for successful Bidder's non-performance or violation of the requirements of this solicitation or award, including but not limited to, successful Bidder's failure to provide goods and services in a timely and acceptable manner, failure to provide required insurance and certificates of insurance, failure to provide all required affidavits, or for any other reason found to be in violation of this solicitation and/or the awarded agreement.
 - 7.3.2. The school district may remove a supplier or Bidder from its bid list for breach of contract, non-responsiveness, poor or non-performance of the contract.
 - 7.3.3. In the event a successful Bidder is determined by a court of law to be found in breach of the contract, the successful Bidder agrees to pay the District for all actual and incidental damages arising from and out of the breach including, but not limited to, expenses related to purchasing the products from another supplier, rebidding and solicitation of the products, legal and court fees of the District.
- 7.4. **Felony & Sex Offender Compliance for Contractors Working with or Providing Services to Children or Working on School Premise.** If awarded this solicitation, Bidder agrees to comply with Oklahoma Statutory requirements of Title 70 O.S. § 6-101.48 and Title 57 O.S. § 589.
 - 7.4.1. Sex Offender or Violent Offender. The successful Bidder shall not permit any employee, entity, subcontractor, or volunteer (person) to work on school premises if said person is subject to registration or registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act.
 - 7.4.2. Employees with Conviction of Sex Offense or Felony.
 - 7.4.2.1. A. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if the employee is convicted of a felony in this state or any state or territory of the United States unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
 - B. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall at the time of contracting be required to acknowledge that no employee working on school premises under the authority of the business is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime



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Offenders Registration Act. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.

- 7.4.2.2. C. A person or business having a written contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees may conduct a felony search of the employees of the contractor or entity who would be assigned that work through a request to the State Board of Education in the same manner as a felony search is afforded school districts by Section 5-142 of Title 70.

7.5. **Taxes.** Union Public Schools is a public school and a political subdivision of the State of Oklahoma. The school district is statutorily exempt from sales tax. Pricing furnished in response to the solicitation must be furnished net without sales tax.

7.6. **Other Laws and School Board Policy.** The Bidder agrees to comply with all federal, state, and local laws, ordinances, and policies. This requirement shall apply to all school district policies found [here](#).

7.7. **Indemnification and Hold Harmless.**

7.7.1. General Unless otherwise and specifically agreed to by both Parties, the successful Bidder agrees to indemnify and hold the school district, its officers, employees, agents, and volunteers harmless from any third-party alleged and/or actual claims, losses, damages, injury, illnesses, and lawsuits arising from the negligent acts or omissions of the successful Bidder in connection with the performance of the awarded contract.

7.7.2. Patents, Copyright, etc. The successful Bidder agrees to indemnify and hold the school district, its officers, employees, agents, and volunteers harmless from any alleged and/or actual claims, damages, expense, loss, or liability arising from successful Bidder's infringement(s), violation or omission of any patent, copyright, trade secret, trademark, or intellectual property rights of another involving any of the goods or services provided to the school district.

7.7.3. Violation of Laws The successful Bidder agrees to indemnify and hold the school district, its officers, employees, agents and volunteers harmless from any alleged and/or actual claims, damages, penalties, costs, losses, injuries, illnesses, and lawsuits arising from or out of the negligent acts or omission of the successful Bidder in observing applicable laws, including but not limited to labor laws, minimum wage, discrimination, sexual harassment in connection with the performance with the submission of its offer and the performance of the awarded contract.

7.7.4. School district indemnification prohibited Pursuant to the Oklahoma Attorney General's opinion dated April 14, 2006 (Op. 06-11), the Oklahoma Constitution prohibits state agencies and political subdivisions from obligating themselves beyond its fiscal year, and such provisions will be void and unenforceable, unless the amount of the liability is certain and budgeted at the time of contracting; therefore, the school district cannot and will not agree to indemnify, defend or hold harmless, in any manner, a Bidder or successful Bidder.

7.7.5. Force Majeure (a) Neither party to a purchase agreement shall be deemed to be in default if failure of performance is due to force majeure, except for the duty to make timely payments when due. The party unable to perform due to force majeure has the duty to notify the other party in writing as soon as practical of the nature and period of delay and shall exercise due diligence to remove the inability to perform, except with respect to settling labor disputes. (b) If party's failure of performance is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch, party is not relieved of liability as a result of the force majeure event.

7.8. **Fiscal Funding Clause.** This Agreement shall be contingent upon sufficient appropriations being made for future fiscal periods. Notwithstanding any language to the contrary, the district may terminate its obligations under this Agreement if sufficient appropriations are not made by the Board for Union Public Schools, the Legislature, or other appropriate governing entity to pay amounts due for multiple-year agreements. The district's decisions as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

7.9. **Confidential Information of Solicitation and Contracts.** This solicitation, the Bidder's response, pricing, fact sheets, information, purchase orders, contracts, agreement forms, privacy policy, orders, order forms, invoices and any related documents and accompanying data shall be subject to inspection, reproduction, and release in accordance with the Oklahoma Open Records Act.

7.9.1. Marked confidential. Neither this solicitation nor anything received as part of the Bidder's offer and response to this solicitation, nor any other public record in the District's possession or control, as defined by the Oklahoma Open Records Act, shall be considered "Confidential Information".

7.10. **Insurance.** Unless otherwise designated in the Special Terms and Conditions, the successful Bidder and all contractors and subcontractors, furnishing installation, repair, construction, demolition, or other work onsite, shall possess the following insurance coverage.

Type of Insurance	Limits of Liability
Workers Compensation	Oklahoma Statutory Benefit
Commercial General Liability	AM Best Rating of A VII \$2,000,000 per occurrence \$2,000,000 general aggregate



UNION PUBLIC SCHOOLS

GENERAL CONDITIONS TO THE SOLICITATION

	\$100,000 damages rented
	\$ 5,000 medical expenses
	\$75,000 property damage
Automobile	\$2,000,000 combined single limit

- 7.10.1. Union Public Schools shall be named as the additional insured for the project with rights to subrogation.
- 7.10.2. The successful Bidder and its contractors shall furnish certificate(s) of insurance within ten (10) calendar days following notice of award, notice to proceed or receipt of the school district's purchase order.
- 7.11. **Guarantees and Warranties.** ALL GOODS SOLD TO THE SCHOOL DISTRICT SHALL BE MERCHANDISE, WHETHER CUSTOMLY PRODUCED OR NOT, OF MERCHANTABLE QUALITY AND RATE AND POSSESS A FITNESS FOR THE PARTICULAR PURPOSE FOR WHICH THE GOODS WERE DESIGNED, MARKETING AND SOLD. NO BIDDER OR SUCCESSFUL BIDDER SHALL BE PERMITTED TO DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.
- 7.12. **Work Performed.** ALL WORK PERFORMED, PURSUANT TO AWARD OF THIS SOLICITATION, SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE SOLICITATION AND PROVIDED IN A GOOD AND WORKMANLIKE MANNER, AND IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL STATUTES, LAWS, REGULATIONS AND ORDINANCES.
- 7.13. **Severability.** If any provision of this solicitation or resulting purchase order and/or agreement or the application thereof to any person or circumstance is found to be unenforceable or invalid, the remainder of this solicitation and resulting agreements and purchase orders, shall not be affected and the provisions of such shall remain enforceable to the extent permitted under law.
- 7.14. **Governing Laws.** This solicitation and subsequent award shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action arising out of or relating to this bid and subsequent award and agreement shall be brought only in the federal or state courts located in Tulsa County, Oklahoma, and the jurisdiction of such courts.
- 7.15. **Purchase Orders.** All orders pursuant to award of any bid shall be subject to the terms and conditions of the school district's purchase order.
- 7.15.1. Purchase orders shall only be valid if approved by the Union Public School Board of Education.
- 7.15.2. Payments will only be issued to the person, company or entity named in the solicitation or as provided on the supplier's registration.
- 7.15.3. The school district reserves the right to withhold 10% of the total purchase price for all work performed until such work or project is completed in full.
- 7.16. **Invoices and Payment Terms.**
- 7.16.1. Deposits and or down payments will not be permitted.
- 7.16.2. All goods and services must be satisfactorily received before the school district will remit payment.
- 7.16.3. Payment terms shall be NET 45 after receipt of goods and/or services and receipt of a proper, itemized invoice. Alternate payment terms submitted by a Bidder shall be subject to the school district's approval. Award of the bid does not imply acceptance of Bidder's alternate payment terms.
- 7.16.4. Payment shall be subject to receipt of a non-kickback statement for all invoices over \$25,000 as required per Title 62 O.S. § 310.9.
- 7.16.5. The successful Bidder shall include the purchase order number on all invoices.
- 7.17. **Renewal and Extension.** The school district reserves the right to renew and extend the award to the successful Bidder for up to four (4) additional one-year terms beyond the initial term.