



**Special School District  
of St. Louis County**

**SSD 126-19**

**REQUEST FOR PROPOSAL  
MEDICAL SUPPLIES**

Request for Proposal and Guidelines for Submittal  
ISSUED: April 11, 2019

**PROPOSALS DUE ON OR BEFORE:**

APRIL 23, 2019 @ 2:00 P.M.  
SPECIAL SCHOOL DISTRICT  
PURCHASING & MATERIALS DEPARTMENT  
12110 CLAYTON ROAD, ST LOUIS, MO 63131

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Special School District  
[www.ssdmo.org](http://www.ssdmo.org)

Mission: In collaboration with partner districts, we provide technical education and a wide variety of individualized educational and support services designed for each student's successful contribution to our community. Vision: Partners for every student's success.  
Values: student success • collaboration • integrity • stewardship • continuous improvement • equity

**REQUEST FOR PROPOSAL**

**SSD-126-19**

<b>SUBJECT: SSD-126-19 MEDICAL SUPPLIES</b>	<b>DATE ISSUED: April 11, 2019</b>
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1. Request of Proposals for furnishing the equipment, and/or services described in Exhibit "C" General Requirements & Specifications will be received by the Special School District, PURCHASING DEPARTMENT, until the date and time specified below.
2. Due Date: **April 23, 2019** Time: **2:00 PM**
3. Submittal Location Purchasing Department 12110 Clayton Road, St. Louis MO 63131-2516
4. District Contact Person Tammy Notheis 314-989-7106 [tnotheis@ssdmo.org](mailto:tnotheis@ssdmo.org)  
314-989-7114
5. All proposals are subject to the following: (checked)
  - (X) EXHIBIT A Proposal Instructions
  - (X) EXHIBIT B General Instructions & Conditions
  - (X) EXHIBIT C District Rights
  - (X) EXHIBIT D General Requirements & Specifications
  - (X) EXHIBIT E Special Provisions
6. To offer a proposal please complete and return all required sheets of this proposal on or before the opening date and time. Late proposals will not be considered and will be returned unopened.

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In compliance with the above, the undersigned offers and agrees, to furnish and deliver to the designated point(s) within the time specified and/or all of the items upon which a price quoted at the price set opposite each item and will allow the following prompt payment discounts:

Name and Address of Proposer		
Telephone Number	Fax Number	E-mail Address
Signature of Authorized Person:		
Prompt Payment Terms (if any)	Date of Proposal:	

**BACKGROUND INFORMATION**

**SSD-126-19**

Special School District of St. Louis County's unique status as a public school district providing special education services ensures that all students in St. Louis County receive quality and equal special education. The relative wealth of any local school district in St. Louis County does not influence the special education services offered to its students.

Special School District of St. Louis County provides services to more than 22,000 students with disabilities with approximately 97% of the students who receive special education services from Special School District attend a school in their local school district. In addition, the District provides a vocational technical education to about 2,000 students in two high schools.

**PAYMENT TERMS**

**SSD-126-19**

Payment under the Contract will be in accordance with the terms of the Contract after receipt and inspection of an invoice from the successful Proposer by the District Accounting Department. Days used to compute monthly prompt payment discounts will be the number of business days, excluding Saturdays and Sundays. All invoices must be sent to the Accounting Department--Accounts Payable, P.O. Box 31429, St. Louis, Missouri 63131-0429.

**A. GENERAL INSTRUCTIONS**

**SSD-126-19**

1. **Preparation of Proposals:**

- a. Name and address of proposer, typed name and signature of person authorized to sign proposal shall be completed on RFP coversheet. Any prompt payment terms must also be identified on the RFP cover sheet.
- b. Unit prices shown on Exhibit "D" Schedule shall include all packaging, packing and delivery charges to destination.
- c. Proposers may offer an alternate proposal on a group of line items on "all or nothing" basis.
- d. In case of discrepancy between unit and extended price, unit price will prevail.
- e. Proposals which offer supplies, equipment, and/or services other than those specified which fall into the "or equal" category must (1) show brief descriptive data titled "alternate" on the schedule sheet immediately below the item example that is cited and (2) include detail specifications, pictures, and complete descriptive literature in attachments to the schedule. Failure to provide this information will result in the non-acceptance of the item proposed.
- f. Proposer will insert proposed delivery time on Exhibit "D" if the specified delivery time shown cannot be met.

2. **Explanation to Proposers:**

Any explanation desired by the proposer regarding meaning, description, or interpretation must be requested in writing in sufficient time for a reply to reach proposer before the submission of their proposals and any resulting delays will not constitute cause for late submittal of proposal. Last day for questions is close of business **April 16, 2019**. Questions must be emailed to Tammy Notheis at [tnotheis@ssdmo.org](mailto:tnotheis@ssdmo.org)

3. **Submission of Proposals:**

- a. Two (2) copies of proposals and modifications of Proposals shall be delivered to the Purchasing Department at the address shown on the coversheet with sufficient time to arrive prior to date and time of public opening.
- b. Modification or withdrawal of Proposals can be made by written notice prior to opening date.
- c. Proposals received after opening date and time will not be considered and will be returned unopened.
- d. All forms attached to this RFP must be signed and included with Proposals.

4. **Identification of Proposals:**

- a. Proposals shall be delivered in sealed envelopes with Proposal No., Opening Date, and Time plainly marked on the outside:

**April 23, 2019 @ 2 p.m.**  
**Purchasing Department**  
**12110 Clayton Road**  
**St. Louis, MO 63131-2516**  
**RE: SSD-126-19 Medical Supplies**

A public bid opening will be held at the above listed date and time; late proposals will not be accepted. If the District is unexpectedly closed on the scheduled bid opening date due to unforeseen circumstances, the bid opening will automatically occur on the next regular working day at 2 p.m. All proposals will be reviewed by SSD personnel. All Contract awards may require the approval of the Board of Education of the District.

**Unauthorized contact by the Proposer with other District employees regarding the RFP may result in disqualification.**

**FOR ADDITIONAL INFORMATION CONTACT: Tammy Notheis**  
**(314) 989-7106**  
**[tnotheis@ssdmo.org](mailto:tnotheis@ssdmo.org)**

**B. CONDITIONS**

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- 1) It is the intent of the District to enter into a Contract as a result of the RFP and subsequent negotiations with the chosen Proposer.
- 2) NO COMMITMENT The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District.
- 3) INTERVIEW The District may, at its option, conduct interviews after receipt of the proposal.
- 4) UNDUE INFLUENCE The Proposer shall not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, Board of Education member, Governing Council member or Parent Advisory Council member of the District for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the bidding process.
- 5) COMPETITION No Proposer shall engage in any activity or practice, by itself or with other companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Proposer's proposal.
- 6) DISCLOSED DATA All materials submitted become the property of the Special School District of St. Louis County, Missouri. SSD understands that proposals may contain data that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. However, any and all information submitted to a Missouri public school district is subject to the Missouri Sunshine Law and subject to disclosure upon request. SSD will attempt to provide you notice of any Missouri Sunshine Law requests seeking disclosure of the information you submitted prior to disclosure. However, given that SSD is obligated to make open records available to the public within three (3) business days, you herein agree and acknowledge that SSD bears no responsibility not to disclose such documents upon request. Finally, SSD retains no responsibility on behalf of you or your organization not to disclose the information. Rather, should you choose to do so, it is your sole responsibility to work to enjoin the disclosure of the records you submit without the involvement of SSD, its board, administration, agents, assigns, stakeholders, students, student's families', and/or employees.
- 7) ELECTRONIC OFFERS Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
- 8) WITHDRAWAL Proposals may be modified or withdrawn by written notice or in person by a Proposer or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the Deadline.
- 9) EQUAL EMPLOYMENT OPPORTUNITY The District is an equal opportunity employer and does not discriminate on the basis of race, color, sex, age, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status.
- 10) PURCHASING PREFERENCE When contracting for any job or service, the District will give first consideration to Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises (WBE), Disability-Owned Business Enterprises, and service-disabled veteran business (SDVE) that are Missouri businesses or businesses that maintain Missouri offices or places of business. See § 34.074, RSMo.
- 11) BARRED LIST By submitting a proposal, the Proposer certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri and it is not an agent of a person or entity that is currently barred or otherwise prohibited from submitting proposals for contracts by any political subdivision or agency of the State of Missouri.
- 12) INDEMNITY The successful Proposer shall indemnify and hold harmless the District, its board members, council members, agents, employees and representatives, against all injuries, claims, actions, liabilities, losses, damages and costs, including but not limited to claims of damage of property and/or personal injuries to or deaths of students, employees, business invitees, contractors and others arising out of the performance of the Contract, including the payment of reasonable attorneys' fees, excepting only those damages and costs for which the District is found to be solely liable by a court of competent jurisdiction as a result of the District's gross negligence or intentional misconduct.
- 13) CONFLICT In the event of a conflict between the proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP and provide written notice of it to the Proposer. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the Contract, the RFP and the proposal. The Proposer agrees to abide by the decisions of the District.

**B. CONDITIONS continued**

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- 1) TERMINATION
  - a) Termination for Cause. The District, in its discretion, may terminate the Contract in whole or in part at any time, whenever it is determined that the successful Proposer has failed to comply with or breached one or more of the terms and conditions of the Contract or specifications incorporated therein and the successful Proposer has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Contract, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Contract for materials and services, which have been accepted by the District.
  - b) Termination for Convenience. The District may terminate the Contract without cause by notifying the successful Proposer in writing 30 days prior to the effective date of termination. The successful Proposer shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
  - c) Termination for Non-Appropriation. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Contract, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Contract by providing written notice to the successful Proposer and the District will thereby be relieved from all further obligations under the Contract.
- 2) CONFLICT OF INTEREST The successful Proposer must agree that under no circumstances shall a member, officer or employee of the District, the Board of Education, or the Governing Council during his/her tenure and for one year thereafter be permitted to participate in the Contract, or any part thereof, or to derive any benefits therefrom.
- 3) INSPECTION OF RECORDS During the term of the Contract and for a period of 36 months after the termination of the Contract, the successful Proposer shall make available for the inspection, examination and audit by the District or its agents, the records of all costs of and disbursements for providing services pursuant to the Contract, and all books, accounts, memoranda and any and all other documents of the successful Proposer or any affiliated organization, indicating and substantiating the cost of any and all expenditures related to the performance of the Contract, to assure compliance with this requirement. The successful Proposer shall grant the District access to such records upon 72 hours written notice from the District.
- 4) INDEPENDENT CONTRACTOR It is understood that the successful Proposer is an independent contractor supplying services to the District. Neither the successful Proposer nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever.
  - a) The successful Proposer shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the successful Proposer's compensation. The District shall not be construed to be the successful Proposer's employer, nor be held liable for any obligation as an employer.
  - b) The successful proposer will be required to assume full responsibility for the faithful execution of all the services outlined in their proposal. Special School District of St. Louis County will consider the successful proposer to be the prime contractor and the sole point of contact with regard to contractual matters, including payment of any and all charges relating to this contract.
- 5) SAFETY The successful Proposer shall, at all times, exercise safety precautions for the benefit of all the Proposer's employees and for the District, its employees, tenants, guests, contractors and the general public.
  - a) The successful Proposer agrees that all work and materials hereunder performed and used shall be in compliance with the requirements of the Occupational Safety and Health Act of 1970, as amended, and related federal, state and local requirements, that the successful Proposer is fully responsible for the safety and health of all persons engaged in said work, and acknowledges that, with respect to such persons, the District shall not be construed as nor be held liable for any obligations as an employer within the meaning of the Act. Failure to comply with this provision will allow the District to terminate the Contract immediately without notice.
- 6) ASSIGNMENT Proposer's obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.
- 7) TAX EXEMPTION The District is exempt from the payment of City, State and Federal Taxes. Such taxes must not be included in the Proposal price.

**C. DISTRICT RIGHTS**

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- 1) AWARD TIME The District contemplates awarding the Contract within 30 calendar days from the Deadline for Proposals. Should the award of the Contract be delayed in whole or in part beyond the period 90 calendar days, such award shall be conditioned upon the Proposer's acceptance.
- 2) CONTRACT AWARD The Contract will be awarded to that Proposer whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Proposer, cost and other factors. The award will be subject to approval by the Board of Education.
- 3) INTERVIEWS After reviewing all submitted proposals, the District may conduct interviews with any, all or none of the Proposers. Those Proposers who are interviewed will then have the opportunity to submit best and final proposals to the District. The District may, at any time, and in its sole discretion, interview any of the Proposers.
- 4) NEGOTIATION The District reserves the right to negotiate Contract terms with any, all or none of the Proposers. After reviewing all submitted proposals, interviewing Proposers and receiving best and final proposals from selected Proposers, the District shall begin negotiation of the final Contract terms with the Proposer whose proposal is deemed most advantageous by the District. If negotiation does not result in mutual agreement of terms, the District may commence negotiations with a second Proposer, and so on.
  - a) The District reserves the right to recommence negotiations with any Proposer, regardless of whether negotiations have ceased or the District has commenced negotiations with a second Proposer.
  - b) The District reserves the right to enter into arrangements to acquire the same or competing services from other sources.
  - c) The District reserves the right to negotiate final Contract terms with any Proposer, regardless of whether such Proposer was interviewed or submitted a best and final proposal.
  - d) The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
  - e) The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties.
  - f) Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of the District.
- 5) Initial proposals may not be withdrawn for 90 calendar days from the Deadline for Proposals except with the express written consent of the District. If a proposal is accepted as submitted, the negotiated final Contract shall consist of the Contract, this RFP, plus any addenda thereto, and the Proposer's proposal.
- 6) In the event the Contract initially awarded by the District is terminated for any reason within 120 days of the Deadline for Proposals, the District reserves the right to negotiate and accept any other submitted proposal.
- 7) ALTERNATE OFFER The District reserves the right to accept other than the lowest cost proposal if an alternate proposal is considered to be more advantageous to the District based on factors other than cost, at the sole discretion of the District.
- 8) REJECTION WAIVER The District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
- 9) SPECIFIC LIMITATIONS The District may accept one part, aspect or phase, or any combination thereof, of any proposal unless the Proposer specifically qualifies its offer by stating that the proposal must be taken as a whole.
- 10) REMOVAL FROM MAILING LISTS The District reserves the right, in its sole discretion, to remove from mailing lists for future RFP's for an indeterminate period, the name of any Proposer for any reason.
- 11) REDUCTION IN SCOPE OF WORK In the event the District decides to make a minor reduction in the scope of the work of the Contract due to a change of conditions, the District shall notify the successful Proposer of such decision in writing at least 30 days in advance and the Contract amount shall be equitably adjusted.
- 12) PRE-CONTRACT EXPENSES The District shall not be responsible for any pre-Contract expenses of any Proposer, including the successful Proposer, incurred prior to the commencement of the Contract.
- 13) REVIEW SERVICES The District reserves the right to periodically review and inspect the services performed by the successful Proposer.

**D. GENERAL REQUIREMENTS/SPECIFICATIONS**

**SSD-126-19**

1. The District is seeking quotes for Arts and Crafts supplies for the **2019-2020 school year**. Prices in proposal must be firm and not subject to change, unless mutually agreed to, throughout duration of Contract. The quantities set forth in the proposal specifications are only estimates of usage and do not constitute a commitment on the part of the District to purchase the quantities indicated.
2. The product quoted must be a high quality product. The District reserves the right to require Proposers to demonstrate any product in their proposal. Following the description of each item, a suggested brand name may be listed for proposer's orientation as to type and quality desired or required. **Proposers offering "alternate" or "equal" items must follow procedure outlined in paragraph 1 (e) of Exhibit "A"**. If Proposers are requested to limit their proposal to one specific brand, the word "only" or "no substitutes" will follow the example listed.
3. Awards will generally be made to a single proposer on each line item or a group of items; however, the District reserves the right by splitting the item(s) among multiple proposers or by consolidation of a group of items when such action is most advantageous to the District.
4. Any item that cannot be supplied please signify **NO BID** in the price line.
5. Any items that **must** be bought in case quantities **must** be notated and quantity in case listed.
6. All orders will be shipped to one location; Support Operations Center, 700 Fee Fee Road, Maryland Heights, MO 63043
7. **Quantity Variation:** The District reserves the right to decrease the award quantities up to (30%) without affecting Proposer's unit price proposal. Exact quantities by size and options will be determined prior to placing purchase order.
8. **Increase Quantity Option:** The District reserves the right to increase total quantities of each line item to a maximum of 10% within 30 calendar days from award, with no variations in proposer's unit price.
9. **Warranty:** Proposer/Seller warrants that at time of delivery all supplies and equipment furnished are free of defects in material and workmanship and will replace at no cost to the District (including return shipping charges) any supplies and equipment determined by the District to be defective for a period of not less than one year from date of delivery unless automatically covered by an extended warranty period. Proposers are requested to furnish explanations and cost for "extended warranties".
10. **Invoices and Shipping Documents:**
  - a. Invoices shall be prepared in duplicate with one copy marked "original".
  - b. All invoices, shipping documents, and correspondence shall contain the District's proposal number, purchase order number, item number, description, quantities, unit price, and extended price.



**D. GENERAL REQUIREMENTS continued**

**SSD-126-19**

**BID SHEET**

CATALOG NUMBER	CURRENT VENDOR NUMBER	DESCRIPTION	VENDOR ITEM NUMBER	ANNUAL USAGE	PRICE
	Moore/McKesson Medical=MM, Midwest Medical=MDM				
060101	99037 (MM)	ACE BANAGE, 2 INCH		40	
060102	99038 (MM)	BANDAGE, ELASTIC 3 INCH		93	
060112	80872 (MM)	ROLL GUAZE, 2 INCH		7	
060113	88073 (MM)	ROLL GUAZE, 3 INCH		13	
060121	68182 (MM)	BANDAID, 3/4X3 INCH COVERLET		138	
060122	68181 (MM)	COVERLETS, 1X3 INCH 100/BX		98	
060123	45292 (MM)	COVERLETS, 2X3 INCH 50/BX		24	
060131	68187 (MM)	SHEER PATCHES, 7/8 INCH JOHNSON&JOHNSON		4	
060142	68184 (MM)	COVERLET, KNUCKLE, 1.5X3 INCH		7	
060151	81886 (MM)	COVERLET, FINGERTIP, 1.75 INCH		4	
060152	68183 (MM)	COVERLET, FINGERTIP 2.5 INCH		4	
060171	92750 (MM)	TRIANGULAR BANDAGE		50	
060241	08250 (MM)	STERILE GAUZE PADS, 2X2 INCH		13	
060242	08251 (MM)	STERILE GAUZE PADS, 3X3 INCH		18	
060243	93063 (MM)	STERILE TELFA ADHESIVE PADS 2 INCH		3	
060244	93317 (MM)	STERILE TELFA ADHEISVE PADS 3 INCH		4	
060245	10775 (MM)	STERILE TELFA PADS 2X3 INCH		5	
060246	060246 (MM)	STERILE TELFA PADS 3X4 INCH		6	
060301	79816 (MM)	TAPE, DERMICEL 1/2 INCH		9	
060302	79817 (MM)	TAPE, DERMICEL 1 INCH		25	
060321	49316 (MM)	MICROFOAM SURGICAL TAPE		8	
060433	62879 (MM)	WIPES, GERMICIDAL, POP- UP 160 CT		1530	
060434	92997 (MM)	HYDROGEN PEROXIDE, 1 PT		9	
060436	57578 (MM)	WIPES, ANTIMICROBIAL, INDIV WRAPPED, 100/BX		182	

060459	99492 (MM)	NEOSPORIN OINTMENT, 1 OZ		42	
060501	96776 (MM)	A&D OINTMENT, 2 OZ		22	
060515	81768 (MM)	ALCOHOL, ISO 1 PT		19	
060516	71596 (MM)	INST. HAND SANITZER, PURELL 4 OZ		1095	
060543	51653 (MM)	BEN GAY 2 OZ		6	
060557	85161 (MM)	SKIN LOTION, EUCERIN+ 16 OZ		63	
060564	98396 (MM)	VASELINE, 3.25 OZ		59	
060578	92865 (MM)	SOLARCAINE W/ALOE, 4.5 OZ		4	
060611	99537 (MM)	FINGER NAIL CLIPPER		26	
060686	65163 (MM)	TWEEZER, SPLINTER FORCEP		10	
060901	69625 (MM)	COTTON-TIPPED APPLICATORS		39	
060913	80546 (MM)	COLD COMPRESS, REUSABLE, SMALL		404	
060914	81855 (MM)	COLD COMPRESS, REUSABLE, LARGE		175	
060916	84696 (MM)	COTTON BALLS, MEDIUM		45	
060917	79450 (MM)	ICE PACK, INSTANT, SMALL		83	
060918	79451 (MM)	ICE PACK, INSTANT, LARGE		35	
<b>*** GLOVES ARE ORDERED APPROXIMATELY 2-4 TIMES PER YEAR. PLEASE QUOTE PER CASE</b>					
060950	EMP5300S (MDM)	GLOVES EXAM VINYL SMALL, POWDERLESS-100/bx		150	
060951	EMP5300M (MDM)	GLOVES EXAM VINYL MEDIUM, POWDERLESS-100/bx		1955	
060952	EMP5300L (MDM)	GLOVES EXAM VINYL LARGE, POWDERLESS-100/bx		3655	
060956	28176 (MM)	PLASTIC MEDICINE GLASSESS		50	
060980	69617 (MM)	DEPRESSOR TONGUE STD. 500/BX		9	
060992	68754 (MM)	DISPOSABLE WASH CLOTHS		25	
060993	50467 (MM)	BLUE UNDER PADS "CHUX" 17.5x 24		23	

**E. SPECIAL PROVISIONS**

**SSD-126-19**

1. **Delivery:**

- a. All items shall be delivered free of expense to the following designations:

Special School District  
Support Operations Center  
700 Fee Fee Road  
Maryland Heights, MO 63043

All pricing shall be FOB Destination, unless otherwise noted.

2. **Delivery Schedule:**

- a. The following delivery schedule is required. Suppliers unable to meet this delivery schedule should not submit a proposal:

**FIRST ORDER NO LATER THAN JUNE 7, 2019.**

3. **Packaging; Packing and Marking:**

- a. All shipping containers will be legibly marked with both the "MARK FOR" address and the **PURCHASE ORDER NUMBER**.  
b. Shipping containers may contain one or more line items  
c. Shipping containers will not contain items purchased on two or more purchase orders.

4. The **Special School District** may at any time inspect and audit any and all books, records and other data in the possession or control of supplier's which relate to all services rendered and/or merchandise ordered by or on behalf of the District.

5. **Conflict of Interest:**

By signing this proposal, proposer certifies that there are not "Parties in Interest" or "Conflicts of Interest", as defined by state and federal regulations, existing between the proposer and the District, any of its employees, Agents, or Board members.

6. **Equal Employment Opportunity:**

- a. The Special School District hereby notifies all Proposers that in regard to any Contract entered into pursuant to this RFP, advertisement or solicitation, disadvantaged/female business enterprises will be afforded a full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, sex, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status in consideration for an award.  
b. In connection with carrying out this project the Successful proposer shall not discriminate against any employee or applicant for employment because of race, religion color, sex, physical disability or national origin, disabled veteran status of Vietnam era veteran status. The Successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, physical disability or national origin, disabled veteran status or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection of training including apprenticeship.  
c. In the event of the Successful proposer's noncompliance with any of the above provisions, said noncompliance may be deemed a total breach of the Contract for the project and said Contract may be canceled and Successful proposer may be (1) declared ineligible for further District Contracts for up to one year, and (2) subject to the imposition of other sanctions or remedies as provided by relevant statues and regulation.