
2. TERMS AND CONDITIONS (AMENDED 9/20/2022)

- 2.1 **INCURRING COSTS.** The Board shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **REJECTION, EVALUATION AND NEGOTIATION.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the proposal procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new; and to accept or request clarification or further negotiate the terms, conditions and/or methodology of any response if, in the Board's sole judgment, the best interests of the Board will be so served.
- 2.3 **WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for proposal opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Board.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the Board for a minimum period of ninety (90) calendar days after the date specified for proposal opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of the Board and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner unless done so by the Board via the issuance of an addendum or amendment. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by the Board, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise the Board if any language, specification, or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Compliance Manager/Purchasing Officer by **4:00 PM on Tuesday, November 1st, 2022.**
- 2.8 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, the Board's interpretation shall be final and conclusive.
- 2.9 **ASSIGNMENT.** The awarded party shall not assign the contract, subcontract or sublet it as a whole without the prior written consent of the Board. Assignment, subcontracting or subletting without such consent will in no way relieve the awarded party of any of its obligations under this contract unless specified, in writing, by the Board.
- 2.10 **CONFLICT OF INTEREST.** In submitting a response, the respondent hereby covenants that at the time of submission, the respondent has no other contractual, professional or personal relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract, neither the respondent nor any of its employees shall acquire any other contractual, personal, or professional relationships which creates such conflict.

- 2.11 QUALIFICATIONS OF RESPONDENTS. The Board may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the Board all such information and data for this purpose that the Board may request. The Board reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the Board that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 TAX EXEMPTION. The Board is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.13 FUNDS. Financial obligations of the Board payable after the first fiscal year the contract is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the Board.
- 2.14 APPLICABLE LAW. In submitting a proposal, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Camden County, Missouri.
- 2.15 BASIS OF AWARD. Award shall be made to the responsible respondent whose offer best responds to the quality, capacity, and service requirements of the Board, as determined by the Board.
- 2.16 PREFERENCE. In making proposal awards, the Board shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of Camden when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less. The Board shall also give preference to those firms that employ Camden County residents with disabilities, which includes developmental and intellectual disabilities as defined in RSMo 205.968 and RSMo 630.005.
- 2.17 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by the Board in whole or in part at such time that the Board determines that such termination is in the best interest of the Board. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter
 - Place no further orders for materials, services, or facilities except as may be necessary to complete any portions of the work under contract not terminated
 - Complete on schedule such part of the work as will not be terminated
- 2.18 INSURANCE REQUIREMENTS. The successful bidder shall provide and maintain for the duration of the contract, insurance acceptable to and approved by the Board. A Certificate of Insurance per the following requirements is to be furnished within fifteen (15) calendar days following the notice of award, and prior to work proceeding under the contract.
- 2.18.1 PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance normal customary for the project is required.

- 2.18.2 PROOF OF INSURANCE. The Contractor shall furnish the Board with a Certificate of Insurance in amounts as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as the Board has determined that the contract is complete.
- 2.18.3 HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, the Contractor shall indemnify and hold harmless the Board, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, or of anyone directly or indirectly employed by Contractor or by anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the Board from its own negligence.