



Standard Vendor Agreement

By signing this Agreement ("Agreement"), the below-named vendor of products or services to the District ("Vendor") agrees to each term of the Standard Vendor Agreement of The School District of the City of Independence District No. 30 ("District") from the date of the signature below until terminated under the terms of the Agreement.

Vendor (legal entity name): _____

Vendor Type: _____

Vendor Name as Shown on Invoice (DBA): _____

Vendor Taxpayer Identification Number (EIN/SSN): _____

Vendor Contact Name and Title: _____

Vendor Contact Information: *Street* _____

City/State/Zip Code _____

Phone _____

Mobile Phone _____

Email or Fax _____

I am authorized to contract for Vendor and Vendor understands and agrees to comply with the District's Standard Vendor Agreement Terms until terminated.

Name

Signature

Title

Date

The School District of the City of Independence District No. 30 Standard Vendor Agreement Terms

- 1. Scope.** This agreement applies to transactions between The School District of the City of Independence District No. 30 (“District”) and vendors of products or services (“Vendors”). This Agreement is effective from the date accepted by Vendor until termination under its terms. Vendor agrees to each term of the Agreement in exchange for the opportunity to offer its goods or services for sale to the District. The District reserves the right to accept or reject any offer of sale. The District may modify this Agreement upon notice to Vendors and such changes are binding upon notice.
- 2. Purchase orders.** The District will incur no liability for additional costs over the amount identified in a purchase order, including taxes, shipping, insurance, penalties, termination payments, attorney fees, liquidated damages, or other fees and costs. Product Vendors will replace any item received in damaged condition at no cost to the District, including all shipping costs for returning non-functional items to the Vendor for replacement.
- 3. Sales Tax Exemption.** Vendor will not bill taxes. Federal and state law exempts the District from Federal excise taxes and state sales taxes.
- 4. District Policies.** Vendor will comply with all applicable District policies, regulations, and procedures, including Policies regarding background checks, confidentiality of student information, anti-discrimination, and conflicts of interest.
- 5. Conflict of Interest.** Vendor will notify District of any professional, business, or familial relationship with any administrator or current member of the Board of Education of the District.
- 6. E-Verify (§ 285.530 RSMo).** Vendors for transactions that exceed \$5,000 agree to annually provide District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract and to affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 7. Sovereign Immunity.** The District preserves all immunities recognized at law. Nothing in this Agreement or any transactions under this agreement is a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance required by this Agreement or any transactions under this agreement waives no defense or immunity available to the District or its employees by statute or at common law.
- 8. 10-Hour construction safety program for public works projects (§ 292.675 RSMo.).** Vendors for construction, reconstruction, demolition, painting and decorating, or major repair for public works projects will provide its on-site employees a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program as mandated by § 292.675 RSMo., including a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations.
- 9. Prevailing Wage.** Vendors agree that in the instances their services consist of, wholly or in part, construction, reconstruction, demolition, painting and decorating, or major repair for public works

The School District of the City of Independence District No. 30 Standard Vendor Agreement Terms

projects: A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work (§ 290.220 RSMo.); Not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract (§ 290.250 RSMo.); The vendor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political subdivision on whose behalf the contract is made or awarded Ten (\$10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him (§ 290.250 RSMo.). Vendor is required to comply with prevailing wage requirements and will indemnify and defend the District for any violations of prevailing wage requirements.

- 10. Excessive Unemployment.** When the Missouri Department of Labor and Industrial Relations determines that a period of “Excessive Unemployment” remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri, Vendors for construction, reconstruction, demolition, painting and decorating, or major repair for public works projects agree to employ only Missouri laborers and laborers from nonrestrictive states on the public works projects. (§§ 290.550 through 290.580 RSMo).
- 11. Lead Paint Guidelines.** Vendors for construction, reconstruction, demolition, painting and decorating, or major repair for public works projects working in pre-1978 school buildings that are child occupied and residential properties will obtain their Renovator Certification by an accredited EPA Training Provider.
- 12. AHERA Notification.** The District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.
- 13. A-133 Compliance Supplement.** Vendor warrants that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency. Vendor will notify the District immediately if suspended or debarred.
- 14. Permits.** Vendor will obtain all permits required by law for transactions under this Agreement.
- 15. Insurance.** Vendor will maintain all insurance required by law.
- 16. Termination.** Vendor may terminate Agreement by providing the District notice in writing as required by this Agreement within 90 days of the termination date in the notice, after completion of all transaction entered under this Agreement and upon reasonable notice to the District and opportunity to cure any alleged breaches of this Agreement or transactions entered into under this Agreement. District may terminate this Agreement upon written notice at any time for any reason.

The School District of the City of Independence District No. 30 Standard Vendor Agreement Terms

- 17. Compliance with Non-Discrimination Law.** Vendor will comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, Missouri Human Rights Act and all other applicable Federal and State laws and District Policy.
- 18. Americans with Disabilities Act of 1990 (ADA).** Vendor warrants that all goods or services provided under this Agreement will meet or exceed all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the Americans with Disabilities Act of 1990.
- 19. Performance and Payment Bonds.** For public works projects with a transaction cost of \$25,000 or more, Vendor will procure and maintain performance and payment bonds for the benefit of the District as required by the laws of the State of Missouri in an amount not less than 100% of the aggregate amount of Contract entered under this Agreement. The Bond shall serve as security for the faithful performance of public works projects entered under this Agreement, including maintenance provisions, and for the payments of all persons performing labor and furnishing materials in connection with public works projects entered under this Agreement. Vendor will pay premiums on the bonds. The bonds shall remain in full force and effect during public works projects entered under this Agreement.
- 20. Confidentiality.** Vendor will comply with all confidentiality laws, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and will indemnify the District for any damages suffered by it by reason of Vendor's failure to do so.
- 21. Background checks.** Vendor will ensure that all its employees, staff members, volunteers and adults who may have contact with students complete fingerprinting and criminal background checks in accordance with § 168.133 RSMo. and the requirements of the Missouri Department of Elementary and Secondary Education, including a criminal background check through the Missouri State Highway Patrol and a child abuse and neglect background check through the Missouri Children's Division. Vendor will provide District reports of background checks.
- 22. Indemnification.** The District will not agree to indemnify any Vendor for its own negligence (including product liability), for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity. Product vendors shall be responsible for all personal injury (including death) or property damage as a result of the Vendor's negligence involving any product provided under transactions under this Agreement and, in addition, agree to hold the District, including its Board and employees, harmless from every expense, liability, or payment arising out of such negligent act or defective product.
- 23. Applicable Law.** The laws of the State of Missouri govern this agreement. For any legal action arising from this Agreement or any transaction entered under this agreement. Vendor expressly agrees to the jurisdiction and venue of the Circuit Court of Jackson County, Missouri, at Independence, or the United States District Court for the Western District of Missouri, as appropriate.

The School District of the City of Independence District No. 30 Standard Vendor Agreement Terms

- 24. Provisions required by law.** Every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted and the Agreement will be read and enforced as though it were included herein.
- 25. Dispute.** Vendor will provide District notice of and an opportunity to cure any dispute arising from this Agreement or any transaction under this Agreement before filing a legal action arising from the dispute. Vendor will pay District's reasonable legal fees, expenses, and costs for any legal action arise from such dispute.
- 26. Notice.** All notices provided under this contract must be in writing and delivered in a form that provides the date of delivery.
- 27. Independent Contractor.** The relationship of the District and the Vendor is one of District and independent contractor and not master and servant or joint-venturer. Except as specifically provided herein, Vendor has no authority to act for or on behalf of the District.

REMAINDER INTENTIONALLY BLANK

ANNUAL FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- 1. I am over twenty-one years of age; and know of the matters set forth.
- 2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
- 3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding 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.
- 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the 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 _____, 201__.

NOTARY PUBLIC

My commission expires:

Vendor (legal entity name): _____

The above Vendor offers the following goods or services for procurement by The School District of the City of Independence District No. 30. All procurement is subject the requirements of District Policy and Missouri Law.

Appliances

- _____ a. Equipment
- _____ b. Supplies
- _____ c. Services

Art Supplies

- _____ a. Equipment
- _____ b. Supplies

Athletic

- _____ a. Equipment
- _____ b. Trainer Supplies
- _____ c. Supplies
- _____ d. Sports uniforms

Audio/Visual

- _____ a. Equipment
- _____ b. Repairs
- _____ c. Sound systems
- _____ d. Supplies

Automotive

- _____ a. Parts
- _____ b. Gas
- _____ c. Oil/Lubricants
- _____ d. Tires
- _____ e. Purchases – New & Used

Batteries

- _____ a. Office/Electronics
- _____ b. Vehicle

Building

- _____ a. Acoustical Tiles
- _____ b. Glass & Glazing
- _____ c. Locking Hardware & Keys
- _____ d. Lumber

Calculators

- _____ a. Equipment
- _____ b. Service/Repairs
- _____ c. Supplies

Carpenter Shop

- _____ a. Supplies

- _____ b. Parts
- _____ c. Lumber
- _____ d. Services

Computers

- _____ a. Hardware
- _____ b. Software

Consultant/ Professional Services

- _____ a. Architect
- _____ b. Employee Assistance
- _____ c. Energy Services
- _____ d. Engineering

Contractor

- _____ a. Asphalt/Seal Coating
- _____ b. Bleachers
- _____ c. Carpeting
- _____ d. Concrete
- _____ e. Demolition/Excavating
- _____ f. Electrical
- _____ g. Elevators
- _____ h. Environmental
- _____ i. Fencing
- _____ j. Fire Sprinklers
- _____ k. Floor Covering
- _____ l. General Construction
- _____ m. Heating/Cooling
- _____ n. Landscaping
- _____ o. Masonry
- _____ p. Painting
- _____ q. Plumbing
- _____ r. Roofing
- _____ s. Sprinkler Systems
- _____ t. Welding

Coolers/Boilers

- _____ a. Compressors
- _____ b. Cooler Pads
- _____ c. Equipment
- _____ d. Supplies

Copiers

- _____ a. Equipment
- _____ b. High Volume Copiers

- _____ c. Supplies
- _____ d. Service

Custodial

- _____ a. Laundry Service
- _____ b. Chemicals
- _____ c. Supplies

Drafting

- _____ a. Equipment
- _____ b. Supplies

Draperies/Stage Curtains

- _____ a. Blinds
- _____ b. Drapes
- _____ c. Curtains
- _____ d. Stage Flooring/Repair

Electric

- _____ a. Equipment
- _____ b. Lamps
- _____ c. Supplies

Elevators

- _____ a. Equipment
- _____ b. Supplies/Parts
- _____ c. Services/Repairs
- _____ d. Inspection

Extermination

- _____ a. Pest Control Services

Fax Machines

- _____ a. Equipment
- _____ b. Service

Fencing

- _____ a. Materials

Fertilizer/ Seeds

- _____ a. Supplies

Fire

- _____ a. Extinguishers
- _____ b. Fire Maintenance
- _____ c. Equipment
- _____ d. Inspections

Flags

- _____ a. Flags
- _____ b. Accessories
- _____ c. Banners

Flooring

- _____ a. Carpet
- _____ b. Tile
- _____ c. Finishing

Fuel

- _____ a. Unleaded Fuel
 - _____ b. Diesel Fuel
 - _____ c. Tank /Pump
- Service/Supply

Furniture

- _____ a. Auditorium
- _____ b. Cafeteria
- _____ c. Classroom
- _____ d. Computer
- _____ e. Library
- _____ f. Lounge
- _____ g. Office

Grease Trap Cleaning

- _____ a. Services

Grounds

- _____ a. Equipment
- _____ b. Supplies
- _____ c. Weed Control
- _____ d. Landscaping

Hardware/Lumber

- _____ a. Equipment
- _____ b. Nuts & Bolts
- _____ c. Tools
- _____ d. Lumber

Heating/Cooling

- _____ a. Equipment
- _____ b. HVAC Filters
- _____ c. Services/Repairs
- _____ d. Supplies

Industrial Arts

- _____ a. Equipment
- _____ b. Supplies

Instructional

- _____ a. Equipment

- _____ b. Student Planners
- _____ c. Supplies

Insurance

- _____ a. Dental
- _____ b. Health
- _____ c. Life
- _____ d. Property

Laundry/Dry Clean Service

- _____ a. Band/Choir Uniforms

Lease/Purchase

- _____ a. Equipment
- _____ b. Vehicles
- _____ c. Land

Library

- _____ a. Book Binding
- _____ b. Books
- _____ c. Equipment
- _____ d. Supplies
- _____ e. Furniture

Lighting

- _____ a. Supplies

Locker/Parts

- _____ a. Hall
- _____ b. P.E.

Machine Shop

- _____ a. Equipment
- _____ b. Supplies

Mailroom

- _____ a. Equipment
- _____ b. Supplies

Office

- _____ a. Supplies
- _____ b. Furniture
- _____ c. Equipment

Paint

- _____ a. Supplies
- _____ b. Equipment

Paper Products

- _____ a. Office/copy paper
- _____ b. Colored Copy Paper
- _____ c. Disposable (plates, cups, napkins, etc.)

Plumbing

- _____ a. Equipment
- _____ b. Supplies
- _____ c. Water Fountains

Printing

- _____ a. Equipment
- _____ b. Service
- _____ c. Supplies

Roof

- _____ a. Materials
- _____ b. Supplies

Safety Equipment

- _____ a. Fire Alarm System
- _____ b. Fire Extinguishers
- _____ c. Maintenance/Services
- _____ d. Supplies

Security

- _____ a. Equipment
- _____ b. Fire Alarm Systems
- _____ c. Intercoms
- _____ d. Services/Repairs
- _____ e. Supplies

Special Education

- _____ a. Equipment
- _____ b. Supplies
- _____ c. Services

Sprinklers

- _____ a. Equipment
- _____ b. Parts
- _____ c. Supplies
- _____ d. Service/Repairs

Tractors

- _____ a. Equipment
- _____ b. Parts
- _____ c. Supplies
- _____ d. Maintenance/Repairs
- _____ e. Tires

Trophies/Awards

- _____ a. Trophies
- _____ b. Awards

Two Way Radios

- _____ a. Equipment
- _____ b. Supplies
- _____ c. Parts
- _____ d. Service/Repairs

Water Treatment

- _____ a. Water Treatment
- _____ b. Services

- _____ b. Supplies
- _____ c. Service

Other

Welding

- _____ a. Equipment

Acknowledgement of Understanding and Compliance – Background Checks

Pursuant to Paragraph 21 of the Standard Vendor Agreement (“Agreement”), Vendor acknowledges that Vendor has run both of the following background checks on Vendor and all of Vendor’s employees and agents who will have contact with students including working at school sites at any point while children are present in the building:

- a fingerprint-based criminal background check through the Missouri State Highway Patrol (<https://www.machs.mshp.dps.mo.gov/MACHSFP/wizard.html>; if you do not already have a registration number and are in the State of Missouri use registration number 9999; if you are out of the state, call the Missouri State Highway Patrol at (573) 526-6312 to request a registration number) and
- a child abuse and neglect background check through the Missouri Children’s Division (<http://health.mo.gov/safety/fcsr/pdf/inquiry.pdf>)

Unless specifically approved by the Independence School District (“District”) in writing, Vendor will not personally have nor permit any agent or employee of Vendor to have contact with students of the District or to work at school sites at any point while children are present in the building if such employee or agent has an unsatisfactory background check. A background check is unsatisfactory if it shows any of the following:

- conviction of any misdemeanor within the past 5 years, or
- conviction of any felony at any point in time, or
- any substantiated findings of abuse or neglect by the Children’s Division.

Vendor will produce results of background checks on Vendor and any or all employees and agents of Vendor immediately upon request of the District.

Vendor acknowledges that District may immediately terminate the Agreement if Vendor is unable to produce results of background checks or if the results show an unsatisfactory check, or alternatively District may demand that any of Vendor’s employees or agents with an unsatisfactory background check no longer perform services under the Agreement between the District and Vendor.

Vendor acknowledges that Vendor is responsible for ensuring background checks are completed. To the extent allowed by law, Vendor shall indemnify and hold the District harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants’ and attorneys’ fees, damages for bodily injury and property damage, fines, and penalties that in any way results from or arises from Vendor’s failure to run background checks or failure to prevent persons with unsatisfactory background checks from having contact with students of the District.

Vendor

Date

Print Name