



**Fox C-6 School District**  
**Request for Bid**  
**For Disposable & Paper Products and Supplies**  
**At the School Food & Nutrition Services Department**

**3/31/2025**

***Letter of Intent Due: 4/24/2025***

***Questions/Requests for Clarification Due: 4/24/2025***

***Proposal Due: 5/13/2025, 10:25 AM***

## Fox C-6 School District Request for Bid (RFB) Disposable & Paper Products and Supplies

Acknowledgement: Please acknowledge receipt and interest in this Request for Bid (RFB) by completing the information requested below and emailing it to [odenwaldk@foxc6.org](mailto:odenwaldk@foxc6.org).

Acknowledgement due date is **4/24/2025**.

Provider Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address (include City, State, Zip): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Dates:		<b>Fox C-6 School District Contact Information</b>  <b>Kaila Odenwald</b> <b>Director of Food Service</b>  <b>School Food &amp; Nutrition Services Department</b> <b>849 Jeffco Blvd</b> <b>Arnold, MO 63010</b>  <b>Phone: (636)-282-1465</b> <b><a href="mailto:odenwaldk@foxc6.org">odenwaldk@foxc6.org</a></b>
Issued	3/31/2025	
Deadline for Questions	4/24/2025	
Responses to the Questions	4/29/2025	
Proposal Due Date	5/13/2025	
Award of Contract	After 6/4/2025	
Board Meeting: All vendors who respond to the RFP will receive a notification letter by email within one week after the Board meeting.	June 3, 2025	

### Terms

- Bids must be submitted through the Interflex BidAdvantage system: Interflex BidAdvantage: <https://bidadvantage.interflex.net/>. If you need help setting up an Interflex profile (username/password) or need technical assistance at any time while responding to this bid, please contact Interflex at 855-K12-BIDS. Weekly webinar training sessions are available for vendors. These free webinars will provide a walkthrough of the Interflex BidAdvantage system and allow you to ask any questions.
- All proposals must be signed by an authorized representative of the company.
- The District reserves the right to reject all proposals.
- Fox C-6 School District is tax exempt.
- Do not include a copy of this entire RFP document with your response. Only include this page and the associated responses.
- Budgets must be clearly stated on the proposal form included in the RFB.
- The District has the right to accept or deny any proposal considered to be incomplete during the

assessment of bidders.

- All questions must be sent through email to the assigned contact person. Responses will be to all vendors providing evidence of their intent to bid.

**Deliver Sealed Proposals to:**

Fox C-6 School District  
Disposable & Paper Products and Supplies  
School Food & Nutrition Services  
Department  
849 Jeffco Blvd  
Arnold, MO 63010

**Contact:**

Kaila Odenwald  
Director of Food Service  
(636)-282-1465  
odenwaldk@foxc6.org

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## I. Introduction

Fox C-6 School District is seeking qualified proposals from qualified firms to submit a bid for **Disposable & Paper Products and Supplies** to be purchased by the District through the School Food & Nutrition Services Department. This purchase is to be tax exempt. The items will be awarded via line item. Please state any discounts as a separate item and how they are deemed as eligible.

## II. Background

The District is a diverse, public school district located in Jefferson County in Missouri. The District covers approximately 75 square miles, serves approximately 11,000 students and employs approximately 1,200 staff. The district has 18 school facilities, including 11 elementary schools, 4 middle schools, 2 high schools, and 1 specialty campus. The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools.

## III. Scope of Service and Performance Requirements

The purpose of this Request for Bid is to obtain proposals for Disposable & Paper Products and Supplies for the 2025-2026 school year, as specified herein to complete a scope of work to include:

1. Bids must be submitted through the Interflex BidAdvantage system: Interflex BidAdvantage: <https://bidadvantage.interflex.net/> no later than 10:25 AM. on May 13, 2025. At this time all bids will be opened and viewed. NO EXCEPTIONS.
2. Bid shall be for the 2025-2026 school year beginning July 1, 2025 and ending June 30, 2026. **The prices are firm for the year, any price changes must be issued in writing 30 day prior to change.**

3. No delivery charges, fuel charges or taxes will be paid by Fox C-6 Food & Nutrition Services. An official tax exemption letter will be furnished upon request.
4. Disposable items and supplies specified are to be delivered to the Fox C-6 School District Warehouse: Fox C-6 Service Center, 849 Jeffco Blvd, Arnold, MO 63010
5. Deliveries are required Monday through Friday between 6:30 A.M. and 10:00 A.M. unless otherwise approved and coordinated by the Director of Food & Nutrition Services and the successful bidder. Deliveries need to be palletized for ease of delivery via dock. If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio or television before 7:00 A.M. of that day if the school district is closed.
6. Each delivery must be accompanied by a legible delivery ticket to be signed at the time of delivery by a warehouse employee on or before the tenth day of the month following delivery and must include all prior month's billing. Successful bidder will send all statements to the Food & Nutrition Office, 849 Jeffco Blvd, Arnold, MO 63010 or emailed to Gina Meilink at [meilinkg@foxc6.org](mailto:meilinkg@foxc6.org).
7. Estimated quantities for the coming school year are included on the bid sheet. These quantities are approximations and may be increased or decreased according to need. The district is not required to purchase any specific quantities.
8. **The name brand of the item must be included in the bid and all items should have the case size and packaging quantity.**
9. Bidders must comply with the Buy American provision (7 CFR part 310.21). The term 'domestic commodity or product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consist of agricultural commodities that were grown domestically. **The source of origin if not USA must be listed.**
10. Food service items will be awarded per item based on lowest price per item.
11. In all cases where goods, products, materials or items are designed by a particular manufacturer, brand name, or number, the bidder desires to quote on a substitute considered to be equally serviceable; they may do so by submitting a proposal on such substitute of equal merit. In such event however, the proposal must so state the manufacturers, name, trade name, or number of the substitute and must be accompanied by a sample, if requested. When no sample is submitted or the manufacturer's name, trade name, or number designated has not been changed by the bidder, it shall be agreed and understood that said bidder will furnish the exact item described in the specifications. Alternate items marked "no substitutions" will not be acceptable. All items bid with incomplete information will be eliminated from consideration.
12. The successful bidder shall provide a certificate of insurance for general liability, including product liability in the amount of \$100,000/\$300,000 for the school year. This certificate will be required within 30 days of award of bid.

13. Any deviations from the specifications as stated, i.e. escalation clause, discount for early payment, **must be stated in writing** and included with the bid.
14. Pursuant to Missouri Revised Statute 285.530 all business entities awarded any contract in excess of \$5000.00 with a Missouri public school district must as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed be E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.
15. The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with copy of the vendor's contract.
16. The contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
17. Contractor agrees that any employee acting on behalf of the contractor and performing duties on district property will adhere to district policies related to staff conduct including but not limited to: banning the use of tobacco on district property, drug free workplace and activities that could be viewed as unethical or a conflict of interest.
18. ***The District, with the consent of the successful bidder, may renew this agreement for one additional two year term at the same prices, conditions and terms.***
19. Questions regarding item specifications may be directed to Kaila Odenwald, School Food & Nutrition Services Director at 636-282-1465
20. Fox C-6 School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The District reserves the right to waive any informality in, or reject any or all bids or any part of any bid. The District further reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service or unsatisfactory products.

## V. Key Dates

Activity	Date
Solicitation is publicly advertised	3/31/2025
Written questions due	4/24/2025
Responses to questions	4/29/2025
Proposal submission deadline at 10:25 AM	5/13/2025
Analysis of Proposals	5/14/2025

**VI. Policy and Instructions**

Procurement of goods and services shall be made by the method that provides the best value for the District. This competitive solicitation **Request for Proposals (RFP)** advertised under Fox C-6 School District policies:

- BBFA Board Member Conflict of Interest
- DJF Purchasing
- DJFA Federal Programs and Projects
- GBCA Staff Conflict of Interest

Individuals or entities considering whether to submit a bid or proposal are encouraged to review the entirety of these policies before submitting a bid or proposal. All can be accessed on the District's web site [www.foxc6.org](http://www.foxc6.org) under About Us; Board of Education; and Board Policies. Selected portions are restated here for emphasis.

**Purchasing**

The District will select the lowest or best bid. The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

**Debarred or Suspended Providers**

The District will not do business with providers who have been suspended or debarred on a state or federal level unless the superintendent authorizes the transaction and provides the Board with written justification. District employees are directed to verify that selected providers are in good standing before making a purchasing decision.

**Confidentiality**

Sealed bids and related documents will be kept confidential until bids are opened. District staff will not disclose offers, bids or price quotations to competitors except as necessary to conduct negotiations beneficial to the district or as required by law. All contract negotiations and related documents are considered closed until a contract is executed or all proposals are rejected.

**VI. Policy and Instructions (concluded)**

Bid openings and the receipt of proposals will be held at the offices of:

**Fox C-6 School District  
School Food & Nutrition Services Department  
849 Jeffco Blvd  
Arnold, MO 63010**

Bids and proposals are due no later than 10:25 AM on the date indicated in the RFB.

Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Proposals shall be opened at the time specified. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

## **Instructions**

1. Read the entire contents of the solicitation and respond with a complete and accurate bid or proposal (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the RFB must be included.
2. Bidders may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the time and date specified on the cover page (4/24/2025).

Submit inquiries via email (odenwaldk@foxc6.org) to the contact person listed on the cover page. In the subject line of the email, type: **“Questions, Disposable & Paper Products and Supplies”**.

3. **Submit ORIGINAL through the Interflex BidAdvantage system:**  
<https://bidadvantage.interflex.net/>
4. Bid Proposals must be fixed and firm to the extent required.
5. Employees of a selected bidder may be required to submit to a background check.

## **Required Forms**

Bidders shall execute the following forms and return the signed original with their proposal.

### **E-Verify**

Bidder certifies the legal status of their employees or those working in connection with their organization.

### **Byrd Anti-Lobbying Amendment**

The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000.

### **Bid Certification**

Bidder certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.

### **Notification of Criminal History of Contractor**

A person or business entity that enters into a contract with a school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony

**Debarment, Suspension and Ineligibility Certification**

Contractors and all sub-recipients must certify that their organization and its principal owners are not suspended or debarred by a federal agency through the sam.gov system.

**W-9**

Form W-9 is the IRS form used by the District to request your taxpayer identification number. You may get a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

**Bid Specification Form**

Bidders are required to submit their proposal with the inclusion of the bid request form. Each bid line item is referenced to the specifications set forth. Bidders are encouraged to bid on the entire list of items or individual items. Any discounts must be described how they are applied and how the District is to be eligible. Each line items will be reviewed separately. No alternative equipment will be permitted for this bid proposal.



## **FEDERAL WORK AUTHORIZATION PROGRAM ("E- VERIFY") ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

- ☐ a. contract  
☐ b. grant  
c. cooperative agreement  
d. loan  
e. loan guarantee  
f. loan insurance

**2. Status of Federal Action:**

- ☐ a. bid/offer/application  
b. initial award  
c. post-award

**3. Report Type:**

- ☐ a. initial  
b. material change

**For Material Change Only:**

year \_\_\_\_\_ quarter \_\_\_\_\_

date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

☐ Prime

☐ Subawardee

Tier \_\_\_\_\_, if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known

Congressional District, if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. a. Name and Address of Lobby Entity**  
(If individual, last name, first name, MI)

**b. Individuals Performing Services** (including address if different from No. 10a)  
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_ ☐ actual ☐ planned

**13. Type of Payment (check all that apply)**

- ☐ a. retainer  
☐ b. one-time fee  
☐ c. commission  
☐ d. contingent fee  
☐ e. deferred  
☐ f. other, specify \_\_\_\_\_

**12. Form of Payment (check all that apply):**

- ☐ a. cash  
☐ b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:**

Yes ☐ No ☐

**16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local Reproduction  
Standard Form - LLL

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

## **BID CERTIFICATION**

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, member of the board of education, agent or employee of the District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNED BY \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

## **FELONY CONVICTION NOTIFICATION**

**The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.**

**The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement".**

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name:\_\_\_\_\_

Vendor Address:\_\_\_\_\_

Vendor E-mail Address:\_\_\_\_\_

Vendor Telephone:\_\_\_\_\_ Fax Number:\_\_\_\_\_

Authorized Company Official's Name:\_\_\_\_\_  
(Printed)

Signature of Company Official:\_\_\_\_\_

Date:\_\_\_\_\_

## DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

To be provide a complete proposal a Contractor must certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

**I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.**

VENDOR'S NAME:

Authorized Officer or Agent: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Fox C-6 SCHOOL DISTRICT  
DISPOSABLE ITEMS AND SUPPLIES GENERAL  
CONDITIONS AND SPECIFICATIONS  
FOR 2025-2026 SCHOOL YEAR**

1. Bids must be submitted through the Interflex BidAdvantage system: Interflex BidAdvantage: <https://bidadvantage.interflex.net/> no later than 10:25 AM. on May 13, 2025. At this time all bids will be publicly opened and viewed. NO EXCEPTIONS.
2. Bid shall be for the 2025-2026 school year beginning July 1, 2025 and ending June 30, 2026. **The prices are firm for the year, any price changes must be issued in writing 30 day prior to change.**
3. No delivery charges, fuel charges or taxes will be paid by Fox C-6 Food & Nutrition Services. An official tax exemption letter will be furnished upon request.
4. Disposable items and supplies specified are to be delivered to the Fox C-6 School District Warehouse: Fox C-6 Service Center, 849 Jeffco Blvd, Arnold, MO 63010
5. Deliveries are required Monday through Friday between 6:30 A.M. and 10:00 A.M. unless otherwise approved and coordinated by the Director of Food & Nutrition Services and the successful bidder. If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio or television before 7:00 A.M. of that day if the school district is closed.
6. Each delivery must be accompanied by a legible delivery ticket to be signed at the time of delivery by a warehouse employee. Successful bidder will send all statements to the Food & Nutrition Office, 849 Jeffco Blvd, Arnold, MO 63010 or via email to [meilinkg@foxc6.org](mailto:meilinkg@foxc6.org) on or before the tenth day of the month following delivery and must include all prior month's billing.
7. Estimated quantities for the coming school year are included on the bid sheet. These quantities are approximations and may be increased or decreased according to need. The district is not required to purchase any specific quantities.
8. **The name brand of the item must be included in the bid and all items should have the case size and packaging quantity.**
9. Bidders must comply with the Buy American provision (7 CFR part 310.21). The term 'domestic commodity or product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consist of agricultural commodities that were grown domestically. **The source of origin if not USA must be listed.**
10. Food service items will be awarded per item based on lowest price.
11. In all cases where goods, products, materials or items are designed by a particular manufacturer, brand name, or number, the bidder desires to quote on a substitute considered to be equally



serviceable; they may do so by submitting a proposal on such substitute of equal merit. In such event however, the proposal must so state the manufacturers, name, trade name, or number of the substitute and must be accompanied by a sample, if requested. When no sample is submitted or the manufacturer's name, trade name, or number designated has not been changed by the bidder, it shall be agreed and understood that said bidder will furnish the exact item described in the specifications. Alternate items marked "no substitutions" will not be acceptable. All items bid with incomplete information will be eliminated from consideration.

12. The successful bidder shall provide a certificate of insurance for general liability, including product liability in the amount of \$100,000/\$300,000 for the school year. This certificate will be required within 30 days of award of bid.
13. Any deviations from the specifications as stated, i.e. escalation clause, discount for early payment, **must be stated in writing** and included with the bid.
14. Pursuant to Missouri Revised Statute 285.530 all business entities awarded any contract in excess of \$5000.00 with a Missouri public school district must as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed be E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.
15. The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract.
16. The contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
17. Contractor agrees that any employee acting on behalf of the contractor and performing duties on district property will adhere to district policies related to staff conduct including but not limited to: banning the use of tobacco on district property, drug free workplace and activities that could be viewed as unethical or a conflict of interest.
18. ***The District, with the consent of the successful bidder, may renew this agreement for one additional two year term at the same prices, conditions and terms.***
19. Questions regarding item specifications may be directed to Kaila Odenwald, School Food & Nutrition Services Director at 636-282-1465
20. Fox C-6 School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The District reserves the right to waive any informality in, or reject any or all bids or any part of any bid. The District further reserves the right

to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service or unsatisfactory products.

I have read the Scope of Service and Performance Requirements and agree to the conditions and submit the above pricing for consideration for the 2025-2026 disposable items and supplies for the Fox C-6 School District.

Signature & Title\_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Company Name \_\_\_\_\_

**BOARD MEMBER CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE**

All directors of the Fox C-6 School District Board of Education shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their capacity as Board members conflict with the mission of the district.

**Purchases Involving Federal Funds**

In addition to the requirements of this policy, Board members must follow the provisions of policy DJFA and related procedures and are also subject to the conflict of interest provisions of federal law.

**Definitions**

*Business with Which a Board Member Is Associated* – For the purposes of this policy:

1. A sole proprietorship owned by the Board member, his or her spouse or any dependent children in the Board member's custody;
2. A partnership or joint venture in which the Board member or his or her spouse is a partner, other than as a limited partner of a limited partnership, and any corporation or limited partnership in which the Board member is an officer or director or of which the Board member or his or her spouse or dependent children in the Board member's custody, whether singularly or collectively, own more than ten percent of the outstanding shares of any class of stock or partnership units; or
3. Any trust in which the Board member is the trustee or settlor or in which the Board member or his or her spouse or dependent children in his or her custody, whether singularly or collectively, are beneficiaries or holders of a reversionary interest of ten percent or more of the corpus of the trust.

*Fourth Degree of Consanguinity or Affinity* – Includes parents, grandparents, great-grandparents, great-great-grandparents, spouse, children, siblings, grandchildren, great-grandchildren, great-great-grandchildren, nieces, nephews, grand-nieces, grand-nephews, aunts, uncles, great-aunts, great-uncles, and first cousins by virtue of a blood relationship or marriage.

*Special Monetary Benefit* – Being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected.

*Substantial Interest* – A substantial interest exists when the Board member or his or her spouse or dependent children in his or her custody, either singularly or collectively, directly or indirectly:

1. Own(s) ten percent or more of any business entity; or
2. Own(s) an interest having a value of \$10,000 or more in any business entity; or

3. Receive(s) a salary, gratuity or other compensation or remuneration of \$5,000 or more from any individual, partnership, organization or association within any calendar year.

### **Sale, Rental or Lease of Personal Property (Property Other Than Real Estate)**

No elected or appointed official of the district shall sell, rent or lease any personal property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

### **Sale, Rental or Lease of Real Property (Real Estate)**

No elected or appointed official of the district shall perform a service or sell, rent or lease any real property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice.

### **Employment**

The district shall not employ Board members for compensation even on a substitute or part-time basis. The district will not accept applications of employment from Board members, consider Board members for employment or decide to employ Board members while they remain on the School Board. Board members may provide services on a volunteer basis.

### **Independent Contractor Services**

No elected or appointed official of the district shall perform service as an independent contractor for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

### **Businesses That Employ Board Members**

A Board member may participate in discussions and vote on motions for the district to do business with entities that employ the Board member as long as the business is not owned by the Board member and the Board member will not receive any financial benefit from the transaction. The Board member may need to submit a statement of interest as described below.

### **Statement of Interest**

Before voting, Board members who have a substantial personal or private interest in a decision before the Board shall provide a written report of the nature of the interest to the Board secretary. The written statement will be recorded in the minutes. Board members who have disclosed the interest in a financial interest statement filed or amended prior to the vote will be in compliance with this requirement.

## **Self-Dealing**

1. Board members may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value, whether received or not, to themselves or any third person. This includes a gift or campaign contribution made or received in relationship to or as a condition of the performance of an official act.
2. Board members shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouses or dependent children in their custody.
3. Board members will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouses or dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Board members shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
5. A Board member will not attempt to directly or indirectly influence or vote on a decision when the Board member knows the result of the decision may be the acceptance by the district of a service or the sale, rental or lease of property to the district and the Board member, his or her spouse, dependent children in his or her custody or any business with which the Board member is associated will benefit financially. If such a transaction is presented to the Board, the Board member will abstain and leave the room during any deliberation.

## **Gifts and Gratuities**

Board members and others who are subject to this policy are prohibited from accepting gifts or gratuities in excess of the amount established by the board from any vendor, vendor's representative or person who does or is attempting to do business with the district. Gifts and gratuities include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.

## **Use of Confidential Information**

Board members shall not use or disclose confidential information obtained in the course of or by reason of their official capacities in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which the Board member is associated or any other person.

Even when there is no financial gain involved, failure to keep information confidential violates Board ethics and Board policy and could also violate state and federal law.

## **Nepotism**

### ***Legally Prohibited Nepotism***

As required by the Missouri Constitution, Board members shall not vote to employ or appoint any person who is related to them within the fourth degree by consanguinity or affinity. For the purposes of this section, to "employ" includes hiring persons to be employees of the district and approving independent contractors who provide services to the district.

### ***Other District Nepotism Prohibitions***

In accordance with the Board's hiring policy, no person will be newly employed or appointed to a position in the district if the person is related within the fourth degree by consanguinity or affinity to a member of the Board of Education, the superintendent, an assistant superintendent or any person with rank equal to an assistant superintendent. However, if the person is already an employee of the district, he or she may be hired for extra-duty positions or may be allowed to change positions in the district as long as the change is not considered to be a promotion. Persons not currently employed by the district are eligible to be employed in part-time positions that are not eligible for benefits.

### **Financial Interest Statements**

The board hereby adopts a policy establishing and making public its own method of disclosing financial interests of board members, candidates and specified administrators, in accordance with law. Financial interest statements (also known as personal financial disclosure statements) as described below shall be filed with the Missouri Ethics Commission (MEC) and the district board on or before May 1 for the preceding calendar year, unless the person filing is a board candidate. Candidates must file their reports within 14 days after the last day to file for office. The reports will be made available for public inspection and copying during normal business hours.

This portion of the policy dealing with the financial interest statement will be adopted in an open meeting at least once every other year by September 15. A certified copy of this policy shall be sent to the MEC within ten days of adoption.

### ***Board Member Disclosure***

All School Board members and candidates for School Board will file the short-form version of the MEC's financial interest statement each year. This form is also known as the "Financial Disclosure Statement for Political Subdivisions." School Board members and candidates will report the following transactions if they occurred during the previous calendar year. If no such transactions occurred, the Board member or candidate will still file, but will mark the items as not applicable.

1. Each transaction in excess of \$500 per year between the district and the individual or any person related within the first degree by consanguinity or affinity to the individual. The statement does not need to include compensation received as an employee or payment of any tax, fee or penalty due the district and other transfers for no consideration to the district. The statement shall include the dates and identities of the parties in the transaction.

"First degree of consanguinity or affinity" includes parents, spouse or children by virtue of a blood relationship or marriage.

2. Each transaction in excess of \$500 between the district and any business entity in which the individual has a substantial interest. The statement does not need to include any payment of tax, fee or penalty due the district or payment for providing utility service to the district and other transfers

for no consideration to the district. The statement shall include the dates and identities of the parties in the transactions.

***Superintendent, Chief Purchasing Officer and General Counsel Disclosure***

The superintendent, chief purchasing officer and general counsel, if employed full-time, will file the short-form version of the MEC's financial interest statement each year. This form is also known as the "Financial Disclosure Statement for Political Subdivisions." These employees will report the following transactions if they occurred during the previous calendar year. If no such transactions occurred, these employees will still file, but will mark the items as not applicable.

These employees will disclose in writing the information required in 1) and 2) above. In addition, these employees will disclose the following information for themselves, their spouses and dependent children in their custody:

1. The name and address of each employer from whom income of \$1,000 or more was received during the year covered by the statement.
2. The name and address of each sole proprietorship the individual owned.
3. The name, address and general nature of business conducted by each general partnership or joint venture in which he or she was a partner or participant.
4. The name and address of each partner or coparticipant in the partnership or joint venture unless the information is already filed with the secretary of state.
5. The name, address and general nature of business of any closely held corporation or limited partnership in which the individual owned ten percent or more of any class of the outstanding stock or limited partners' units.
6. The name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the individual owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests.
7. The names and addresses of each corporation for which the individual served in the capacity of director, officer or receiver.

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## **Policy PURCHASING**

**Descriptor Code: DJF**

The purpose of this policy and any related administrative procedures is to ensure that all purchases of supplies, equipment and services are made in compliance with state and federal law and good business practices. The board recognizes the importance of a sound fiscal management program and expects district staff to maximize the resources available for the district's educational program and to be good stewards of public funds by exercising fair, competitive purchasing practices. The district will respect its financial obligations and will also require that providers meet their obligations to provide quality products and services in a timely manner to the district. All purchasing will be conducted in a manner that provides full and open competition consistent with the standards of state and federal law.

All funds deposited with the district, regardless of source, are considered district funds and are subject to this policy. No contract will be entered into or bill paid without the proper documentation and without an affirmative vote from a majority of the whole board. No unbudgeted purchase will be made without prior board approval unless this policy's emergency provisions are applicable.

The board encourages district staff to purchase products manufactured, assembled or produced in the United States.

### **Purchasing Supervision**

The chief financial officer will serve as the district's purchasing officer or will designate a purchasing officer. The purchasing officer will supervise district purchases of products and services and may authorize purchases on behalf of the district that comply with the board-adopted budget and this policy.

The superintendent, in consultation with the purchasing officer, shall develop procedures to implement this policy in a manner that will meet the district's needs while protecting the district's resources. These procedures will comply with all applicable laws and will centralize and provide oversight of all purchasing decisions.

### **Competitive Purchasing**

Appropriate informal purchasing methods may be used for purchases under \$50,000. Formal purchasing methods are required for purchases that may exceed \$50,000.

The district will select the lowest or best bid. The district reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

The district will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions detailed by the district. Among other factors detailed in the bid specifications, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

When the purchasing officer determines that it is in the best interest of the district, products or services may be purchased by competitive negotiations or proposals rather than competitive bids. Likewise, the superintendent, in consultation with the purchasing officer, is directed to create procedures that allow the



district to benefit from cooperative purchasing and address unusual situations such as purchasing when there is a single feasible source for the purchase, or the district has contracted for procurement services. The superintendent is also directed to create a process whereby authorized providers are selected for frequent purchases, while still monitoring the competitiveness of these providers.

In addition to the requirements of this policy and the accompanying procedure, when federal funds are used the provisions of policy DJFA and related procedures must be followed.

### **Emergency Situations**

Unless competitive bidding is required by law, the superintendent may waive the requirement for competitive bids or proposals after determining that there exists a threat to life, property, public health or public safety or when immediate expenditure is necessary to protect against further loss of or damage to property or prevent or minimize a serious disruption in services. Emergency purchases shall be made with as much competition as is practical under the circumstances and only when necessary to alleviate the emergency.

### **Debarred or Suspended Providers**

The district will not do business with providers who have been suspended or debarred on a state or federal level. District employees are directed to verify that selected providers are in good standing before making a purchasing decision.

### **Confidentiality**

Sealed bids and related documents will be kept confidential until bids are opened. District staff will not disclose offers, bids or price quotations to competitors except as necessary to conduct negotiations beneficial to the district or as required by law. All contract negotiations and related documents are considered closed until a contract is executed or all proposals are rejected.

### **Credit and Purchasing Cards**

Authorized district employees may use credit cards or purchasing cards issued to the district to make purchases for the district or to pay for reasonable travel expenses incurred when performing official job duties. Employees will not use these cards to circumvent the bidding and purchasing requirements established by law and board policy. All purchases made using district cards must be attributed to the appropriate budget code and must conform to the board-adopted budget.

The district will use purchasing cards instead of credit cards to the extent feasible. Unless otherwise authorized by the board, only the superintendent and the purchasing officer will have access to a district credit card, and the board will set the amounts that may be charged to those cards. Temporary increases may be permitted by the superintendent or designee.

The board will approve which employee positions will be issued district purchasing cards and the limitations on the cards. The superintendent, in consultation with the purchasing officer, will annually review and revise the list of persons receiving district cards and the limitations on those cards. The annual review will ensure that only the employees who appropriately utilize the cards have access to them and that the limitations on the cards do not exceed the amounts of the projected expenditures to be made with the cards. The board will annually approve all modifications prior to implementation.

Any employee using a district card shall sign a card usage agreement and will receive training on applicable procedures for card use. District employees issued a card must provide documentation, such as receipts and applicable budget codes, justifying expenditures. The purchasing officer will examine all documentation prior to payment and will notify the superintendent or designee immediately if any purchase was made in violation of law or district policies or procedures.

All employees issued a district card must take all reasonable measures to protect the cards against damage, loss, theft or misuse. Any damage, loss, theft or misuse of the card must be reported to the superintendent immediately. No person may use the card other than the authorized employee to whom the card was issued. District employees will surrender all cards upon completion of their employment or term with the district or upon demand by the district.

### **Prohibited Activity and Reporting Requirements**

The district expects all staff members to comply with the letter and intent of all district policies and procedures regarding purchasing. Under no circumstances may employees use district funds to make unauthorized or personal purchases. Staff members may not artificially divide purchases to avoid bidding requirements or design bid specifications to favor a particular provider.

All district employees must report suspected fraud, theft or misuse of district funds to the superintendent or purchasing officer immediately. District employees may be disciplined or terminated from employment for failing to follow board policy or district procedures and for any misuse of district resources, including district credit and purchasing cards. Unapproved costs and/or taxes will be recouped by the district.

The superintendent or purchasing officer will contact law enforcement and file a report or sign a complaint on behalf of the district in situations where a crime may have occurred.

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## **Policy**

**Descriptor Code: DJFA**

### **FEDERAL PROGRAMS AND PROJECTS**

The purpose of this policy is to ensure that federally funded programs and projects in the district are administered in accordance with federal laws. Specifically, this policy governs all purchases of goods and services using federal funds and reflects federal conflict of interest rules applicable to board members, employees and agents involved with the selection of contractors and the approval and administration of contracts for federal programs and projects.

#### **Definitions**

*Agent* – A person or entity acting on behalf of the district who is not an employee of the district.

*Contract* – As used in this policy, a legal instrument by which the district purchases property or services needed to carry out a program or project funded by a federal award.

*Contractor* – A person or entity with which the district has an executed contract to carry out a federal program or project. A contractor does not include an entity with which the district contracts that received a federal award or subaward directly from a federal or state agency.

*Gratuity* – A favor, gift or anything of monetary value.

*Immediate Family* – A spouse or dependent child of a board member, employee or agent or any person living in the household of a board member, employee or agent.

*Labor Surplus Area (LSA) Firm* – A business located in a civil jurisdiction, such as a county or city, which is designated as an LSA by the U.S. Department of Labor's Employment and Training Administration.

*Real, Apparent or Potential Conflict of Interest* – A situation in which a board member, employee or agent; any member of a board member's, employee's or agent's immediate family; any business partner of a board member, employee or agent; or any organization that employs or is about to employ a board member, employee or agent has a financial or other interest in a firm the district is considering contracting with or would receive a tangible personal benefit from a firm considered by the district for contracting.

#### **Federal Programs Administration**

Federal programs administration must be in accordance with fiscal guidance for federal programs issued by the Missouri Department of Elementary and Secondary Education Division of Financial and Administrative Services, guidance from the federal Office of Management and Budget (OMB) and Title 2 of the Code of Federal Regulations unless otherwise advised by the district's attorney.

The superintendent shall be responsible for coordinating and administering federally funded programs and projects. The superintendent will ensure that the various departments operating these programs and projects do so in accordance with the requirements of the federal award and keep accurate and separate records, as required by board policy and in accordance with administrative procedures. The superintendent may delegate one or more duties to appropriate employees.

If the superintendent is not the purchasing officer for the district, the superintendent will work with the purchasing officer to ensure that goods and services purchased through federal awards comply with state and federal requirements.

## **Procurement**

In addition to following the requirements of state law, board policy and district procedures, the purchasing officer will ensure that all supplies, equipment and services purchased with federal funds are purchased in accordance with federal law. No purchase will be made unless the purchase was authorized in the approved budget for administration of the grant. Every purchase will be identified in district accounts in accordance with the federal program under which the purchase was made.

## **Solicitation of Bids and Proposals**

All notices of solicitation of bids and proposals will include notice that the district encourages bids and proposals from minority businesses, women's business enterprises, service-disabled veterans and labor surplus area firms.

## **Bids and Requests for Proposals**

Bid specifications and requests for proposals will include a clear and accurate description of the technical requirements for the material, product or service desired and will identify all requirements and all other factors that will be used in evaluating bids or proposals.

Bid specifications will not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used to define the performance or other requirements. The specific features of the named brand that must be met must be clearly stated.

Contractors who develop or draft specification requirements, statements of work or invitations for bids or requests for proposals for the district must be excluded from bidding on the project.

Pursuant to federal law, the district will not use local or state geographical purchasing preferences when purchasing goods or services related to a federal contract except when such preferences are mandated or encouraged under the applicable federal statutes. When making purchases with federal funds, the district will:

1. Take all necessary affirmative steps to ensure that small businesses, minority businesses, women's business enterprises and LSA firms are used when possible. To that end, the district will:
  - Place qualified small businesses, minority businesses and women's business enterprises on solicitation lists.
  - Solicit bids from small businesses, minority businesses and women's business enterprises when they are potential sources.

- Divide total project requirements into smaller tasks or quantities, when economically feasible, to permit maximum participation by small businesses, minority businesses and women's business enterprises. This provision shall not be used to artificially divide purchases to avoid bidding requirements or design bid specifications to favor a particular provider.
  - Establish performance and delivery schedules that encourage small businesses, minority businesses and women's business enterprises to participate when doing so is conducive with the program or project.
  - Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
  - Require the prime contractor to use the affirmative steps of this policy when selecting subcontractors.
2. Purchase only items that contain the highest practicable percentage of recovered materials, as defined by the Environmental Protection Agency (EPA), consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
  3. Use solid waste management services in a manner that maximizes energy and resource recovery.
  4. Purchase, to the maximum extent practicable, domestic goods, products or materials produced in the United States.

The purchasing officer or designee may search state and federal surplus property offerings to determine whether any items the district needs are available at a lower cost without sacrificing quality.

### **Noncompetitive Purchasing**

Noncompetitive purchases can be awarded only if one or more of the following applies:

1. The aggregate cost does not exceed the micro-purchase threshold in DJF-AP1.
2. The item is available only from a single source.
3. A public exigency or emergency will not permit the delay caused by publicizing a competitive solicitation.
4. The state or federal awarding entity expressly authorizes noncompetitive procurement in response to a written request submitted by the district.
5. After solicitation of numerous sources, competition is determined inadequate.

## **Contracts**

The district will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

When making purchases using federal funds, the district will not use a time and materials contract unless there is a determination that no other contract is suitable and the district includes a ceiling price and oversees the project to ensure efficiency.

The district may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

The purchasing officer or designee will resolve contract and procurement disputes in accordance with good administrative practice and sound business judgment. The purchasing officer is authorized to contact the district's legal counsel for assistance in resolving disputes.

The district will maintain records sufficient to detail the history of procurement.

## **Conflict of Interest**

In addition to acting in accordance with Missouri laws governing conflicts of interest and financial disclosures, board members, employees and agents participating in the procurement of property and services using federal funds must comply with federal requirements. In cases where federal requirements are more restrictive than state requirements, federal requirements will be followed.

1. Board members, employees and agents will not participate in the selection, award or administration of a contract supported by a federal award if they have a real, apparent or potential conflict of interest. Such a conflict of interest would arise when the employee, board member or agent, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The district will disclose any potential conflict of interest in accordance with the policy of the federal awarding agency.
3. Board members, employees and agents will not solicit or accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts but may accept unsolicited gifts of nominal value. For the purposes of this policy, a gift of nominal value is defined as an unsolicited gift of \$25 or less unless otherwise defined by federal law.
4. If the district has a parent, affiliate or subsidiary organization that is not a governmental entity, the district will develop written standards to avoid conflicts of interest with these related organizations (organizational conflicts of interest). A conflict would exist in situations where the district is unable, or appears to be unable, to be impartial in conducting a procurement action involving the related organization because of the relationship with the organization.

## Consequences

Board members, employees and agents are required to immediately report any violation of this policy to the superintendent or board president. In accordance with federal law, the district will disclose to the state or federal agency that awarded the grant all violations of federal and criminal laws involving fraud, bribery or a gratuity violation potentially affecting the federal award. The disclosure will be made in writing in a timely manner. The superintendent, designee or board president will submit information about the violation to the state or federal awarding entity and will contact the district's attorney for assistance in making that report. See 2 C.F.R. §§ 200.113 and .318.

Unless excused by the board, board members who violate the provisions of this policy will be prohibited from holding a board office or representing the full board as an official spokesperson or otherwise. Employees who violate this policy will be disciplined or terminated, and the district will reconsider and potentially end business relationships with agents who violate this policy. In addition, violations of this policy or the laws it references may be reported to law enforcement, the Missouri Ethics Commission, the Attorney General's Office or DESE and other applicable funding agencies.

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**Policy**  
**STAFF CONFLICT OF INTEREST**

**Descriptor Code: GBCA**

All employees of the Fox C-6 School District shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their employment capacities violate the provisions of this policy or conflict with the mission of the district.

**Purchases Involving Federal Funds**

In addition to the requirements of this policy, the provisions of policy DJFA and related procedures must be followed when federal funds are used.

**Definitions**

*Business with Which an Employee Is Associated* – For the purposes of this policy, a business with which an employee is associated means:

1. A sole proprietorship owned by the employee, his or her spouse or any dependent children in the person's custody.
2. A partnership or joint venture in which the employee or spouse is a partner, other than as a limited partner of a limited partnership, and any corporation or limited partnership in which the employee is an officer or director or of which the employee or his or her spouse or dependent children in the employee's custody, whether singularly or collectively, own more than ten percent of the outstanding shares of any class of stock or partnership units.
3. Any trust in which the employee is the settlor or trustee, or in which the employee, spouse or dependent children, singularly or collectively, are beneficiaries or holders of a reversionary interest of ten percent or more of the corpus of the trust.

*Special Monetary Benefit* – Being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected.

**Sale, Rental or Lease of Personal Property (Property other than Real Estate)**

No employee of the district shall sell, rent or lease any personal property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

**Sale, Rental or Lease of Real Property (Real Estate)**

No employee of the district shall sell, rent or lease any real property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is



associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice.

### **Independent Contractor Services**

No employee of the district shall perform service as an independent contractor for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

### **Additional Prohibitions**

1. Employees may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to themselves or any third person. This includes a gift or contribution made or received in relationship to or as a condition of the performance of an official act.
2. Employees shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouse or any dependent children in their custody.
3. Employees will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouse or any dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Employees shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
5. An employee will not attempt to directly or indirectly influence any district decision when the employee knows the result of the decision may be the district's acceptance of a service or the sale, rental or lease of any property to the district and the employee, his or her spouse, dependent children in his or her custody or any business with which the employee is associated will benefit financially.
6. An employee will not use his or her position with the district to influence purchases made by students or parents/guardians that result in the financial gain of the employee, the employee's spouse, the employee's dependent children or businesses with which they are associated, unless authorized by the Board of Education.
7. An employee will not trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images or other intellectual property created by the employee in his or her capacity as an employee of the district, unless authorized by the Board of Education. The district will not pay royalties, licensing fees or other fees to employees or businesses with which they are associated for the use of intellectual property created by employees in their employment capacities, unless authorized by the Board of Education.
8. An employee will not receive compensation, other than the compensation received from the district, for tutoring students currently enrolled in a class the employee teaches unless authorized

by the Board of Education. Any private tutoring of students for a fee on district property is subject to facility usage policies and procedures.

9. Employees will not accept a gift worth more than \$100 from an individual student, parent/guardian, vendor, vendor's representative or any person who does or is attempting to do business with the district unless authorized by the Board or the employee's immediate supervisor. Gifts include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf valued in excess of the amount set by the Board. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.
10. An employee serving as a coach or sponsor of a district-sponsored sport or activity will not receive compensation for duties performed in his or her position with the district other than the compensation received from the district.

### **Use of Confidential Information**

Employees shall not use or disclose confidential information obtained in the course of or by reason of their employment in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which they are associated or any other person. Even when there is no financial gain involved, misuse of confidential information or failure to keep information confidential violates Board policy and could also violate state and federal law.

The district may seek all legal recourse against any person who accesses confidential information without authorization or who fails to maintain the confidentiality of confidential information. District employees who violate district policies or procedures regarding confidential information may be disciplined, up to and including termination.

### **Administrative and Executive Employees**

In addition to the above-listed requirements, the following restrictions apply to all administrative and executive employees in the school district, in accordance with law. Administrative and executive employees of the district may not:

1. Receive compensation or payment for services from any person, firm or corporation, other than the compensation provided by the district for the performance of their official duties, to attempt to influence a decision by the district.
2. Perform any service for compensation by which they attempt to influence a decision of the district for one year after the termination of their employment with the district.

### **Financial Disclosure**

The superintendent, chief purchasing officer and general counsel, if employed full-time by the district, will file an annual disclosure statement with the Missouri Ethics Commission in accordance with law and Board policy BBFA.

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