NOTICE

Francis Howell R-III School District
Request for Proposal
District-Wide Vending and Micro Market Services

Issue Date: May 27, 2026

RETURN RESPONSE NO LATER THAN:
June 9, 2026 @ 10:00 a.m., CST

RETURN RESPONSE AND ADDENDA TO:
Francis Howell R-III School District
ATTN: Mr. Matthew Bollwerk, Purchasing Manager
801 Corporate Centre Drive
O'Fallon, MO 63368

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General Terms and Conditions

Francis Howell R-III School District
Request for Proposal
District-Wide Vending and Micro Market Services

CERTIFICATION FORM

The Francis Howell R-III School District will accept separate sealed proposals for District-wide vending and micro market services as described in the attached request. Qualified organizations (Respondents) are required to submit one (1) physical copy and/or one (1) digital copy of a proposal as described herein.

PROPOSALS SHALL BE LABELED AND ADDRESSED AS FOLLOWS:

SEALED PROPOSAL: VENDING

Mr. Matthew Bollwerk, Purchasing Manager
Francis Howell R-III School District
801 Corporate Centre Drive
O'Fallon, MO 63368

The Respondent hereby declares understanding, agreement and certification of compliance to provide the items and/or services, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP), General Terms and Conditions, and as modified by any addenda thereto. Respondent is required to complete, sign and return this form with the proposal.

SIGNATURE REQUIRED

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Mobile Phone #:	E-Mail Address

Section 1.0 - Introduction

The Francis Howell School District is the top-rated school district in St. Charles County and 13th in the state, as ranked by Niche.com. Encompassing more than 150 square miles in the southeast corner of St. Charles County, the District empowers students to be lifelong learners prepared for the future. Currently the District serves over 17,000 students and employs over 2,200 people, over 23 campuses. The District consists of 3 high schools, 5 middle schools, 10 elementary schools, 3 early childhood centers, and 2 alternative education centers.

The Francis Howell School District (FHSD) is seeking proposals from qualified vendors to provide district-wide vending and micro market services for staff, students, and visitors throughout District facilities. The District is seeking a vendor partner capable of providing modern, reliable, safe, and customer-focused vending and/or micro market services that align with the needs and preferences identified through a recent District stakeholder survey.

The selected vendor(s) will be expected to provide a variety of beverage, snack, fresh food, coffee, and specialty options while maintaining reliable service, responsive maintenance, modern payment systems, and high-quality customer support.

The District reserves the right to award all services to a single vendor or multiple vendors. The vendor may submit a proposal for all services or only services that they can provide.

Section 2.0 – Project Overview

The purpose of this RFP is to establish a contract for vending and micro market services for the Francis Howell School District beginning with the 2026-2027 school year with annual renewal options for up to four (4) additional years.

The District currently utilizes a variety of vending machines throughout school buildings and administrative facilities. Based on stakeholder feedback collected through a District-wide survey, the District is interested in evaluating expanded service models including:

- Traditional beverage vending machines
- Traditional snack vending machines
- Fresh food vending solutions
- Micro market/self-service market concepts
- Healthier snack and beverage options
- Cashless and mobile payment solutions

Survey feedback indicated the following priorities:

- More reliable vending equipment
- Improved product variety
- Healthier food and beverage choices
- More frequent machine restocking
- Fresh food options
- Mobile and cashless payment systems
- Competitive pricing

The District seeks a vendor capable of responding to these identified needs while maintaining strong customer service and operational reliability.

Section 3.0 – Scope of Services

3.1 General Requirements

The Contractor shall provide all labor, materials, equipment, stocking, maintenance, repair, support, and management necessary to provide vending and/or micro market services throughout the District.

Services may include, but are not limited to:

1. Beverage vending machines
2. Snack vending machines
3. Healthy vending options
4. Fresh food vending
5. Self-service micro markets
6. Refrigerated food storage units
7. Cashless payment systems
8. Inventory management systems
9. Service and repair support

The Contractor shall:

1. Supply, install, and maintain all vending equipment.
2. Ensure all machines remain fully operational and clean.
3. Restock machines regularly to minimize out-of-stock conditions.
4. Maintain competitive pricing.
5. Provide responsive service for maintenance and repair requests.
6. Provide product variety based upon District and customer preferences.
7. Maintain compliance with all applicable health, food safety, and sanitation requirements.
8. Coordinate installation locations with the District.
9. Ensure all equipment is ADA compliant.
10. Provide environmentally responsible disposal and recycling of waste products when applicable.

3.2 Product Requirements

The District desires a broad variety of product offerings which may include:

1. Water
2. Soft drinks
3. Sparkling beverages
4. Sports drinks
5. Energy drinks (staff-only locations if approved)
6. Juice products
7. Coffee beverages
8. Tea products
9. Specialty beverages
10. Traditional snack products
11. Healthier snack alternatives
12. Protein snacks
13. Granola bars
14. Trail mixes

15. Fresh fruit
16. Refrigerated snacks
17. Fresh Food Options
18. Sandwiches
19. Salads
20. Wraps
21. Yogurt products
22. Prepared meals
23. Breakfast items

The District reserves the right to review and approve product offerings.

3.3 Equipment Requirements

All equipment provided by the Contractor shall be :

1. Be modern, clean, and professionally maintained.
2. Accept multiple forms of payment.
3. Include cashless payment technology.
4. Support tap-to-pay functionality.
5. Support mobile wallet payments such as Apple Pay and Google Pay.
6. Include remote inventory monitoring capabilities.
7. Include refrigeration monitoring where applicable.
8. Be energy efficient where feasible.

Micro market concepts shall include:

1. Secure self-checkout technology
2. Refrigerated and ambient storage
3. Inventory tracking
4. Theft deterrence measures
5. Cashless payment systems

3.4 Service Expectations

The Contractor shall:

1. Maintain high equipment uptime.
2. Respond to service calls within one (1) business day.
3. Resolve critical machine failures within twenty-four (24) hours.
4. Refill products on a schedule sufficient to minimize out-of-stock conditions.
5. Provide dedicated account management support.
6. Coordinate regularly with District administration.
7. Provide customer service contact information on all machines.

The District may request removal or replacement of products, machines, or services that do not meet expectations.

3.5 Locations

Services may be requested at:

1. Elementary schools
2. Middle schools
3. High schools
4. Early childhood facilities
5. Administrative buildings
6. Transportation and operations facilities
7. Athletic facilities

The District reserves the right to add, remove, or relocate vending services during the contract term.

3.6 Vendor Requirements

The Contractor shall demonstrate:

1. Experience providing vending and/or micro market services for K-12 school districts or similar organizations.
2. Financial stability.
3. Ability to provide ongoing maintenance and support.
4. Ability to support multiple locations throughout the District.
5. Experience with modern payment technologies.
6. Experience managing fresh food or micro market operations.
7. Compliance with all food safety and health regulations.

Section 4.0 – Timeline for Process

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, changes may occur if necessary.

Request for Proposals issued	May 27, 2026
Proposals Due	June 9, 2026, 10:00 a.m. CST
Recommendation to Board	June 18, 2026
Notice to Proceed	June 19, 2026

Section 5.0 - Pricing Proposal

Provide:

1. Proposed commission structure (if applicable)
2. Product pricing examples
3. Any installation costs
4. Any monthly service fees
5. Revenue sharing proposals
6. Equipment replacement costs
7. Any optional services pricing

Section 6.0 – Proposal Requirements

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference. The Certification Form must be completed and included.

2. The Proposal shall include a Letter of Transmittal that provides an introduction to the Company, third-party partners, and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal should be under the signature of a Company officer for each company involved in the complete bid.

3. The Proposal shall include an Executive Summary that briefly describes the Company's approach to meeting the District's requirements as outlined in the RFP, indicates any major requirements that cannot be met, and highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.

4. The Proposal shall include each of the requirements as noted within the Scope of Services section 3.

5. The Proposal shall include a Summary of Compensation that describes the Company's manner of compensation and discloses any and all fees and commissions, payable by either the District or individual carriers as noted within the pricing proposal section 5.

6. The Company shall complete Attachment 1, Company Identification Form.

7. The Company shall complete Attachment 2A and 2B, providing the District a listing of all Missouri school districts for which the company currently provides services. The references should include at least one contract currently in force with a district similar in size and population to the Francis Howell School District. The Company shall additionally provide the District a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.

8. The Company shall complete Attachment 3, Federal Work Authorization Program Addendum.

9. The Company shall complete Attachment 4, Federal Work Authorization Program Affidavit.

10. The Company shall complete Attachment 5, Felony Conviction Notification.

11. The Company shall provide proof of Registration with the Missouri Secretary of State.

Section 7.0 - Evaluation Criteria

Proposals may be evaluated using criteria including but not limited to:

1. Overall cost and financial benefit to the District - 50%
2. Quality and variety of proposed products and services - 20%
3. Vendor experience and qualifications - 10%
4. Service responsiveness and operational reliability - 10%
5. References and prior performance - 10%

Section 8.0 – Selection Process

After evaluating all Proposals properly submitted, the District staff responsible for the evaluation will make a recommendation for selection to the District's Board of Education. The Board of Education shall make the final selection of the Company that will provide the services. However, no contract shall be formed and the District shall not be bound to any selection until such time as a final, written contract with the selected Company is approved by the Board of Education. The District reserves the right to negotiate the contract terms with the Company that will be recommended to, or that is selected by, the Board of Education. The District further reserves the right to reject any and all Proposals and to waive any "informalities" in the Proposals received whenever such selection, rejection, or waiver is in its best interest. All Proposal documents become public record once a negotiated contract has been executed.

Attachment 1: Company Identification Form

Designate one individual as the Company's representative to the District during the term of the Agreement. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no parties of interest or conflicts of interest, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal name	Representative's Name	Title

Address	City/State/Zip	Telephone #

E-mail Address

_____ Years in Operation Years under current structure and/or under previous structure

1) Name of Company's Officers:

NAME	TITLE

2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals.

Name of Company Officer

Signature **Date**

Attachment 2A References and Experience

Each Company must submit a minimum of five (5) references by using the form below or referencing within the response. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

List as primary references any current contracts for broker/consultant services currently in force with public school districts; include contacts and telephone numbers for each reference. Use additional pages for additional contracts.

Company Name _____
Business Address _____
Name and Title of Contact _____
Phone number _____

Company Name _____
Business Address _____
Name and Title of Contact _____
Phone number _____

Company Name _____
Business Address _____
Name and Title of Contact _____
Phone number _____

Company Name _____
Business Address _____
Name and Title of Contact _____
Phone number _____

Company Name _____
Business Address _____
Name and Title of Contact _____
Phone number _____

Attachment 2B Terminated Contracts the Last Five (5) Years

All contracts **terminated for default** within the last five (5) years should be noted below or referenced within the response. Termination for default is defined as notice to stop performance due to Company's nonperformance or poor performance. Submit full details of all terminations for default experience. The District will evaluate the facts and may at its sole discretion reject the Company's Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			

Attachment 3 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 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.

_____
Signature

_____
Printed Name and Title

_____
Company Name

Attachment 4 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 more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

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 (formerly known as Basic Pilot) federal work authorization program with respect to 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 Company is providing to, or will provide to, the District.

Signature _____

Company Name _____

Title _____

Subscribed and sworn to before me on this _____ day of _____ 20__

_____
NOTARY PUBLIC

My commission expires:

Attachment 5: 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 the vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor Email Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____

Signature of Company Official: _____

Date: _____

General Terms and Conditions

The following terms and conditions shall govern the submission of proposals and subsequent contracts.

DEFINITIONS AS USED HEREIN:

- The terms request for qualification, request for proposal, RFQ, RFP, or solicitation means a solicitation of a formal, sealed response.
- The term agency, company, firm or bidder means the entity submitting a formal sealed proposal.
- The term District means the Francis Howell School District.
- The term Board of Education or Board means the governing body of the District.

A. General

1. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of supplies and services as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to make all necessary investigations will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder.

2. The terms and conditions of the Request for Proposal, the resulting contract(s), and activities based upon this Request for Proposal shall be construed in accordance with the laws of the State of Missouri.

3. Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions, or required services of the solicitation.

4. Bidders are advised that the District, to the extent permitted by applicable law, endorses the participation and utilization of local contractors in its purchasing efforts. Accordingly, when legally permitted, bid proposals of equal price and quality will be awarded to Bidders residing within the geographic area when available. This policy does not prohibit Bidders who reside outside the area from participating in the purchasing process as long as these Bidders can offer services at competitive pricing.

5. All practices, materials, supplies, and equipment shall comply with OSHA, ADA, Department of Elementary and Secondary Education, and any pertinent Federal, State and/or local safety or environmental codes.

B. Clarifications

1. Where there appears to be variances or conflicts between the General Terms and Conditions and the Scope of Services or Specifications outlined in this bid solicitation, the Scope of Services or Specifications shall prevail.

2. If any Bidder contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the requirements, the Bidder must submit a written request for clarification to the District's Purchasing Manager by the date and time designated in the Procurement Schedule via email at matthew.bollwerk@fhsdschools.org.

3. The Purchasing Manager for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. A copy of the clarification will be given to all vendors that are known to have requested the bid documents. The District shall not be responsible for verbal interpretations offered by employees of the District, and bidders are discouraged from contacting the District or its employees regarding clarifications and interpretations except as outlined above.

4. The District shall issue a written addendum if substantial changes, which impact the technical submission of proposals, are required. A copy of the addenda will be given to all vendors that are known to have requested bid documents. In the event of a conflict with the original RFP or contract documents and the addenda, the addenda shall govern the RFP and all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

1. Responses, prices, terms and conditions shall remain firm for a period of ninety days from the due date or until such time when the District selects the successful company.

2. If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the Bidder may offer discounts from this fixed price to the District at any time during the contractual term.

3. Bidders will neither include Federal, State, nor applicable local excise or sales taxes in the bid prices, as the District is exempt from payment of such taxes. Exemption documentation will be provided where applicable upon request.

4. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, forms, or corporations offering a bid proposal for the same services, or with the District. The Bidder also certifies their Proposal is in all respects fair, without inside control, collusion, fraud, or otherwise illegal action.

D. Bid Preparation and Submission

1. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The

Proposal evaluation criteria should be viewed as standards, which measure how well a Bidder questions's approach meets the desired requirements and needs of the District.

2. Unless otherwise specified in this RFP, Proposals will be received by Francis Howell School District % Matthew Bollwerk, Purchasing Manager, 801 Corporate Centre Dr, O'Fallon, MO 63368 or electronically at matthew.bollwerk@fhsdschools.org, at the date and time specified in the Procurement Schedule. All proposals must be received at the district administration office or electronically at matthew.bollwerk@fhsdschools.org on or before the date and time specified in the Procurement Schedule. Neither dating of the proposal, nor placing it in the mail by this date and time will meet legal requirements. The Francis Howell School District reserves the right to reject any and/or all proposals received and to waive any and all informalities. Questions may only be directed to Matthew Bollwerk, Purchasing Manager, at 636-851-4092 or matthew.bollwerk@fhsdschools.org.

3. If Bidder is hand delivering or mailing Proposals, it must be submitted in a sealed 8" x 10" or larger envelope. Please label the outside envelope or shipping box as follows or the bid may be rejected: Attn: Matthew Bollwerk, Purchasing Manager and include RFP number or proposal name. If Bidder will be submitting the proposal electronically, please submit to matthew.bollwerk@fhsdschools.org.

4. Any proposal received after the opening date or time shall be refused and marked Late Proposal and returned to the bidder unopened. For this purpose, the official time for the proposal opening shall be based upon the time as indicated by the Purchasing Department. It is solely the responsibility of the Bidder to ensure Proposals are received prior to the opening date and time.

5. The Proposal must be typed or legibly printed in ink. Use of pencil or erasable ink is not permitted.

6. If the district administration office or designated office for RFP opening is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, for which closure prevents the opening of RFPs at the originally advertised date and time, all RFPs received shall be publicly opened and read aloud on the next business day that the designated office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised.

7. Bid Proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the proposal, it shall be considered a non-responsive offer and shall not be considered.

8. Proposals should be as thorough and detailed as possible so that the District may properly evaluate the Bidder's capabilities to provide the required products and services.

9. Unit prices shall be provided by the Bidder on their proposal. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

10. The Bidder must include all information and supplemental documentation required in conjunction with this proposal. If the Bidder fails to supply any required information or documents, its proposal shall be considered non-responsive and shall not be considered.

11. Information packages should not contain promotional or display materials unless specifically required in the Scope of Services or Specifications section. Informational packages must address the requirements as explained to aid evaluation. All questions posed by the RFP must be answered clearly and concisely.

12. This solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product or services.

13. The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.

14. All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the District and will be part of the public record.

E. Conflicts of Interest

1. It shall be understood and agreed that Bid Proposals submitted are offered independently of any other proposals.

2. In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither the contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.

3. In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future.

4. Bidders are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

5.The successful bidder shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the company. No salaried officer or employee of the District and no member of the Board of Education shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The bidder further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

F. Modifications or Withdrawals of Bid Proposal

1. Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the bid opening. Each modification submitted to the District's Purchasing Department must have the Bidder's name and return address and the applicable proposal number and title of the bid clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification. All requests for bid modifications must be signed by a duly authorized agent of the submitting company. Telephone or email modifications or withdrawals will not be accepted. No changes shall be allowed after the Proposal is publicly opened. The Francis Howell School District shall not be responsible for any errors or omissions.

2. Bids may be withdrawn prior to the time and date set for the bid opening. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company. If a Bidder modifies or withdraws a Proposal, all documents shall remain the property of the District.

G. Evaluation of Bid Proposal

1. Each validly submitted proposal will be evaluated by a selection of District employees. Proposals will be evaluated based upon the criteria outlined in the RFP.

2. The fee proposals will be evaluated by the Purchasing Manager and key stakeholders.

3. The District reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities, irregularities, or technicality in the information packages, and to enter into such contract or contracts as shall be deemed in the best interests of the District.

4. The District reserves the right to reject proposals or parts thereof for the following reasons:

a. The Bidder misstates or conceals any material fact in their proposal.

b. The Bidder's proposal does not strictly conform to the law or requirements of the RFP. c. The Bidder's proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the bid proposal in conjunction with the General Terms and Conditions or Scope of Services/Specifications.

d. The bid has not been properly executed by signature of an authorized representative of the Bidder.

5. A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

6. A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully on any previous contract with the District, local, state, or federal governmental agency for a minimum period of one (1) year after the previous contract was terminated for cause.

7. A proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state, or federal government, and if the Bidder cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such a certification.

9. The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria. Proposal award will not be made on the basis of price alone; additional criteria such as Bidder experience and references will also be considered. The District shall be the sole judge of these factors.

10. The District reserves the right to:

a. Accept or reject any and all bid proposals submitted by bidders.
b. Re-advertise this solicitation.
c. Postpone or cancel the bid process for this solicitation.
d. Determine the criteria and process whereby proposals are evaluated and awarded.

H. Selection Process

1. The criteria noted above will be used to assist in selecting the successful contractor.

2. Preliminary evaluations will be performed by District personnel to determine if all of the mandatory requirements have been addressed. Bidders must be able to demonstrate their ability to perform the required services and provide the necessary supplies by completing the Proposal Response (Section V). Failure to satisfactorily comply with these requirements may result in the proposal being rejected.

3. The District may, at its option, conduct interviews after receipt of the responses. The District reserves the right to negotiate in an attempt to clarify and qualify terms of any response and reserves the right to negotiate final contract terms with any company, regardless of whether such company was interviewed. The District may accept any response as submitted, whether or not negotiations have been conducted between the parties. Neither the commencement or cessation of negotiations shall constitute rejection of the response or a counteroffer on the part of the District.

4. The bidder shall not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the evaluation process.

I. Award of Contract

1. It is the intent of the Francis Howell School District (FHSD) to enter into a contract/agreement for services based on the outcome of this RFP. The contract/agreement shall be for a period set forth in the scope of the RFP. Please see the attached example contract for reference. Bidder's contract/agreement can also be used as long as all conditions can be agreed to by FHSD.

2. The District intends to award a contract once all proposals have been reviewed and evaluated. The District retains its sole right to select a successful Bidder it deems is in its own best interest.

3. All RFPs and related documents submitted to the District by Bidders are governed under the laws of the State of Missouri.

4. The General Terms and Conditions, the Scope of Services/Specifications, the Bidder's proposal, written letters, addenda, and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder. The successful Bidder will be asked to enter into a contract with the District after the Board of Education's selection of their proposal. The Board of Education must then formally approve the written contract, which will conclude this process.

5. The District shall select the Bidder which, in its opinion, has made the best proposal, (not necessarily the lowest cost provider) and shall award the contract to that Bidder, which is deemed in the best interest of the District.

6. Indemnification: The successful Bidder shall assume the entire responsibility and liability to indemnify the Francis Howell School District, its elected and appointed officials, employees, volunteers, and others working on behalf of the District. To the fullest extent permitted by law, the successful Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorney's fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the successful Bidder pursuant to the provisions of this Agreement. The successful Bidder obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any worker's compensation acts, disability benefit acts, or other employee benefit acts. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss, or expense incurred by the successful Bidder, its officers, employees, subcontractors, and other affiliated with the successful Bidder, arising out of or in any way connected or associated with any work and/or activities performed by the Bidder pursuant to the provisions of this Agreement, except for and only to the

extent caused by the negligence of the District. The successful Bidder expressly assumes full responsibility for any and all damages to the District Property arising out of or in any way connected or associated with any work and/or activities performed by the successful Bidder pursuant to the provisions of this proposal including, but not limited to, the activities of the Bidder, its officers, employees, subcontractors, and others affiliated with the Bidder. The successful Bidder shall ensure that its activities on the District Premises will be performed and supervised by adequately trained and qualified personnel and the Bidder will observe, and cause its officers, employees, subcontractors, and others affiliated with the Bidder to observe all applicable safety rules. Nothing herein shall be interpreted or construed as requiring the Bidder to indemnify the District against the District's own negligent acts or omissions.

7. Award Requirements:

a. Successful Bidder shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract which may include but is not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap, sex, or any other characteristic protected by law, or be subjected to discrimination under any contractual award administered by the District.

b. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

c. All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The successful Bidder shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the successful Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. To the extent that Bidder's employees or subcontractors will be present with and around students of the District, the District reserves the right to require that the Bidder conduct a criminal background check on any such individual through the Missouri Highway Patrol and the Missouri Family Care Safety Registry. Bidder shall not use any employee or subcontractor to provide any services required under this RFP who is a registered sex offender.

d. To the extent applicable to the services required by the RFP, Bidder at all times agrees to comply with the provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public work projects. Not less than the prevailing hourly rate of wages or the public works contracting minimum wage identified in the applicable Wage Order shall be paid by Bidder to each worker completing the work under any resulting contract with Bidder. Bidder further agrees to comply with all requests for information regarding compliance with the Prevailing Wage Law, including but not limited to, the execution of an affidavit prepared by the Missouri Department of Labor and Industrial Relations, Division of Labor

Standards pertaining to compliance with the Prevailing Wage Law. While the work is being performed, Bidder and all subcontractors shall submit certified copies of their payrolls to the District with any invoice/pay application. Prior to final payment, Bidder shall submit an affidavit to the District stating that it has fully complied with the Prevailing Wage Law. Bidder shall forfeit as a penalty to the District, on whose behalf the resulting contract is made or awarded, One Hundred dollars ($100.00) 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 the resulting contract, by Bidder or by any subcontractor under them. In all applicable bonds, Bidder shall include such provisions as will guarantee the faithful performance of this prevailing hourly wage clause. The District and Bidder may withhold assessed penalties from Bidder and any of its subcontractors, respectively, and for any fines imposed upon the District for non-compliance to procedures outlined in the respective laws.

e. To the extent applicable to the services required by this RFP, Bidder and its subcontractors who perform the work shall provide, at a minimum, a ten (10) hour Occupational Safety and Health instruction and safety program, or similar program approved by the Department of Labor, for their employees relative to work being performed. All employees performing the work must have completed the course within 10 days of beginning work and shall keep evidence of completion on the worksite. If Bidder or its subcontractors are in violation of this provision, they will forfeit a lump sum of $2,500.00 to the District, plus $100.00 for each worker employed without training for each day the worker is employed without training.

f. To the extent applicable to the services required by this RFP, every transient employer, as defined in § 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under § 285.234, RSMo, be liable for a penalty of $500.00 per day until the notices required by this section are posted as required by that statute.

g. To the extent required by law, Bidder will provide to the District within one (1) week of the full execution of the resulting contract a separate performance bond and statutory/public works payment bond, each in the sum of one hundred percent (100%) of the contract price.

h. Within 7 days of the execution of the resulting contract, Bidder shall provide to the District an affidavit of compliance with E-Verify rules including a notarized statement that Bidder has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Bidder does not knowingly employ any person who is an unauthorized alien in conjunction with the services being provided under the resulting contract.

i. To the extent applicable to the services required by this RFP, Bidder shall establish and implement a random drug and alcohol testing program for all workers performing the work in accordance with § 161.371, RSMo. Said drug and alcohol testing program shall be administered by a laboratory duly certified by the U.S. Department of Health and Human Services, or similar agency approved by the office of administration. Such programs shall require notification to the employer and employee of the results of any positive drug and alcohol test and the District shall be notified of the action taken to protect the safety of students as a result of such positive test. The District shall have the right to direct the Bidder to remove any employee with a positive test from the work. All costs for the program of screening and testing workers for alcohol and controlled substances, as well as all costs for administration of such drug and alcohol testing programs, shall be paid by the Bidder.

j. The successful Bidder will be required to comply with the President's Executive Order No. 11246, Title VI and Section 3 of the 1968 HUD Act as pertaining to Equal Employment Opportunity through Affirmative Action. Bidders must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, national origin, age, or disability. Contractor further agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and other legal requirements. All laws, regulations, ordinances, or other legal requirements which are required to be included in this Agreement are hereby incorporated herein by this reference.

k. To the extent that § 34.600, RSMo. applies to the resulting contract, the successful Bidder will certify pursuant to said statute that it is not currently engaged in and shall not for the duration of the resulting contract engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

8. Payment

a. To be eligible for payment, all supplies and services covered under successful Bidder's invoice must be completed and accepted by the District. The awarded bidder shall provide accurate, legible, and timely documentation, such as invoices, credits, and statements as requested by the District. The awarded bidder agrees to receiving payment when a properly submitted invoice is received and only after inspection and approval of the goods and/or services by the District. In the event of a bona fide dispute, the awarded bidder agrees that the District shall pay only the amount not in dispute.

b. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Bidder regarding quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

9. Insurance:

a. The successful bidder shall be required to provide proof of and maintain insurance of the following:

a) Worker's Compensation and Employer's Liability insurance as required by law.

b) Supplemental General Liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of no more than $5,000 and naming the Francis Howell School District as an additional insured party.
c) Professional Liability insurance including errors and omissions with a limit of no less than $1,000,000.

b. The bidder shall provide required Certificate(s) of Insurance within ten (10) days of contract award notification and maintain such insurance during the entire term of the contract.

c. The parties agree and understand that the District's inclusion as an additional insured on the Bidder's applicable insurance policies and the insurance coverage thereby provided to the District is neither intended nor required to provide coverage to the District for claims from which the District enjoys sovereign immunity. The applicable insurance policy listing the District as an additional insured may contain specific coverage exemptions for the District from such claims upon an order or judgment from a court of competent jurisdiction that sovereign immunity applies to a specific claim.

J. Termination or Cancellation

1. In order to protect the vested interests of the District, and to ensure the efficient utilization of funds, the successful Bidder shall comply with all obligations contained in the General Terms and Conditions and the Scope of Service/Specifications. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District's justification for placing the Bidder's contract on probation status or termination.

2. If the District, in whole or in part, is not satisfied with the performance of services or products supplied and agreed to with this RFP, it may terminate the contract/agreement after giving specific reason(s) by written notice to successful Bidder and offering opportunity for successful Bidder to correct specific reason(s) for dissatisfaction within a thirty (30) day period, date to be specified by the District.

3. In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to enter into contract for the services and products with the next lowest and best Bidder associated with this RFP for the remaining term of the terminated/defaulted contract.

4. The contract/agreement entered into on behalf of this RFP shall be governed by and construed in accordance with the laws of the State of Missouri. The sole and exclusive venue for resolution of any dispute shall be St. Charles County, Missouri. The successful Bidder expressly agrees that under no circumstances shall the District be obligated to pay attorney fees, or the cost associated with any legal action initiated by the successful Bidder.

5. The District reserves the right to retract any part of these services without any obligation or penalty based upon availability of funds.