# School District of Clayton

# Request for Proposal

**Environmental Remediation**

**October 7, 2026**

**Contact Person:** Jim Brennell
**Title:** Director of Facility Services
**Phone #:** 314-854-6961
**E-mail:** jamesbrennell@claytonschools.net

**RETURN PROPOSAL NO LATER THAN: October 22, 2026, at 1:00 p.m. CDT**

**RETURN PROPOSAL TO:**

School District of Clayton
Attn: Jim Brennell
Facility Services
#2 Mark Twain Circle
Clayton, Missouri 63105

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

# OVERVIEW

**Summary of Key Dates:**

| | |
|---|---|
| October 7, 2026 | RFP Available to Vendors |
| October 12, 2026 | Mandatory Site Visit<br>@ Fontbonne 9:00 a.m. |
| October 15, 2026 | Letter of Interest Due |
| October 19, 2026 | Vendor Questions Due |
| October 20, 2026 | Responses Shared with Vendors |
| October 22, 2026 | Proposal Due @ #2 Mark Twain Circle<br>by 1:00 p.m. CDT |
| October 23, 2026 | Proposal Review |
| After October 23, 2026 | Contract Awarded |

**Documents to Include in Submission:**

1. Proposal Submission (Attachment 1) or Decline to Submit (Attachment 2)
2. Company Cost Proposal – Including:
    a. Letter of Transmittal; and,
    b. Executive Summary
3. Company Profile (Attachment 3)
4. Work Authorization (E-Verify) Addendum & Affidavit (Attachment 4)
5. W-9 (Attachment 5)
6. Certification Regarding Israel (Attachment 6)

**RFP Contents:**


| | |
|---|---|
| Letter of Interest | 1 |
| Introduction | 2 |
| General Conditions | 5 |
| Work Plan | 10 |
| Miscellaneous | 11 |
| Proposal Submission (Attachment 1) | 21 |
| Decline to Submit (Attachment 2) | 24 |
| Company Profile (Attachment 3) | 25 |
| Work Authorization (E-Verify) Addendum & Affidavit (Attachment 4) | 27 |
| W-9 (Attachment 5) | 29 |
| Certification Regarding Israel (Attachment 6) | 30 |

**School District of Clayton Request for Proposal (RFP)**
**Environmental Remediation Services - Letter of Interest**

Acknowledgement: Please acknowledge receipt and interest in this Request for Proposal (RFP) by completing the information requested below. Responses can be submitted by email to jamesbrennell@claytonschools.net or by fax to (314) 854-6095.

Acknowledgement due date is **October 15, 2026**.

Provider Name: _____ Contact Name: _____

Address (include City, State, Zip): _____

Phone: _____ Fax: _____ Email: _____

| Dates: | |
|---|---|
| Issued | October 7, 2026 |
| Deadline for Questions | October 19, 2026 |
| Responses to the Questions | October 20, 2026 |
| Proposal Due Date | October 22, 2026 |
| Award of Contract | After October 23, 2026 |
| Board Meeting:<br>All vendors who respond to the RFP will receive a notification letter by email within one week after the Board meeting. | |

School District of Clayton
Contact Information

Jim Brennell
Director of Facility Services

School District of Clayton
Facilities Department
#2 Mark Twain Circle
Clayton, MO 63105

Phone: (314) 854-6950
Fax: (314) 854-6095
jamesbrennell@claytonschools.net

**Terms**

- All proposals must be mailed or hand delivered in a **sealed, clearly marked** envelope with company name and proposal description and marked **Environmental Remediation Services**. **Faxes are not acceptable**.
- Complete and return this page as evidence of an intent to bid. Any addendums will be communicated to all participants emailing this document to jamesbrennell@claytonschoos.net or faxing the document to (314) 854-6095, attention Jim Brennell, Director of Facility Services.
- All proposals must be signed by an authorized representative of the company.
- The District reserves the right to reject all proposals.
- The School District of Clayton 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 subtotaled and totaled, with one “bottom line dollar amount.”

# INTRODUCTION

This document is a formal Request for Proposal (RFP) for Environmental Remediation for the School District of Clayton (District).

The purpose of this RFP is to establish the requirements for the requested products and/or services, and to solicit proposals (Proposal) from firms (Company) for providing such products and/or services. The RFP requests a great amount of detail to avoid delays, misunderstandings, and to simplify the evaluation of the Proposal. The Company is requested to respond to each specification.

## A. GENERAL INFORMATION:

1. District:
   As a public school system dedicated to the education of all children who come to our schools, the School District of Clayton strives to inspire each student to love learning, and embrace challenges within a rich and rigorous academic culture. The District's 3.25 square miles include an early childhood center, three elementary schools, a middle school, and a high school that together serve a diverse student body of approximately 2,300.

2. Objective:
   Remediate all environmental concerns, as documented in the Remediation Work Plan, from St. Joseph's Hall and the Carondelet buildings on the former Fontbonne University campus.

The Work Plan exhibit attached hereto includes more detailed information on the objectives, products and/or services desired by the District.

## B. PROPOSAL EVALUATION AND AWARD:

1. Evaluation

   1.1. 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.

   1.2. Elaborate and expensive copy is not required. Neat, legible, and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included, but may not be substituted for the information requested herein.

   1.3. The Proposal should include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal must include an original signature by an authorized individual able to bind the Company to all items in the Proposal, including products, services, prices, etc. which are contained in the Proposal.

   1.4. The Proposal should 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.

## INTRODUCTION

1.5. The Company **must** include the following elements in its cost proposal:

1.5.1. A specific fee structure;

1.5.2. Rates and prices that are a firm fixed rate, and not subject to change throughout the term of the negotiated contract;

1.5.3. Each Proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Company can submit to the District. The Company may submit an alternate proposal on a group of line items on an “all or nothing” basis;

1.5.4. The Company should address any out-of-pocket expenses the District may incur for any additional requirements not included by the Company in its Proposal; and,

1.5.5. The Company shall provide the terms, conditions, and forms of payment accepted through the Company’s request for payment and whether there are discounts or fees, including any discounts for cash or early payment.

1.6. The Company shall complete Attachment 3, “**Profile of the Company**” which includes a potential conflict of interest statement. The Company shall include a listing of all Missouri school districts for which the Company currently provides services. If possible, the references should include at least one contract for Environmental Remediation similar to the needs of the 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.

1.7. The District may conduct interviews with selected Companies in connection with its evaluation of the Proposal. All costs associated with the interviews shall be at the expense of the Company.

1.8. Proposals will be evaluated by the District’s designated staff. The following will serve as the basic criteria for the selection of the Company eventually chosen.

1.8.1. The qualifications of the Company and the team assigned to the District;

1.8.2. Total resources of the Company that can be applied to the advantage of the District;

1.8.3. The scope of services offered and the extent to which they meet or exceed the requirements of the District;

1.8.4. The extent to which the Proposal meets or exceeds specifications and function;

1.8.5. The Company’s understanding of the work required of the Company as evidenced by its Proposal;

1.8.6. The total cost of the services/products offered to the District;

1.8.7. Value added services and rebates/incentives proposed;

1.8.8. Delivery or completion times;

1.8.9. Any prior experience or history between the District and the Company;

1.8.10. References from, and experiences of other clients with the Company; and,

1.8.11. Other factors deemed significant by District officials.

2. Award

2.1. The District intends to make a selection of the successful Company after a thorough evaluation of the proposals submitted. **The District reserves the right to elect not to select any Company**.

2.2. The District may conduct interviews with the Company in connection with its evaluation of the Proposal.

2.3. The contract will be awarded to that Company whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Company, cost, and the other factors listed above. The award will be subject to approval by the Board of Education.

2.4. The District reserves the right to require the Company to demonstrate any software or the ability to perform specified services offered in their Proposal, which must be fully operational by the start date of the contract.

2.5. The District shall not be obligated to explain the results of the evaluation process to any Company.

2.6. No verbal agreement or conversation with any administrator, agent, or employee of the District, either before or after the execution of the contract resulting from the RFP or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP.

2.7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

## C. NEGOTIATION

1. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the Proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Subject to successful negotiations and approval of the Board of Education, a contract or purchase order will be issued to the selected Company.
2. Negotiation of the final contract between the District and the Company will begin after the most qualified Company has been identified. If prices and compensation and final contract cannot be agreed to, then negotiations with the most qualified Company will be terminated and at the District's option, will then begin with the next most qualified Company.
3. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
4. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

# GENERAL CONDITIONS

1. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse the Company for any expenses incurred in preparing a Proposal in response to this request.

2. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFP will be considered. Companies submitting proposals with any minor deviations must identify and fully justify such deviations in order to be deemed in compliance with the RFP, and receive the District's consideration. Non-compliance with RFP specifications and/or requirements will, at the District's option, disqualify the Proposal from further consideration.

3. Any explanation or statement that the Company wishes to make must be contained with the Proposal, but shall be written separately and independently of the Proposal itself, and attached thereto. Unless the Company so indicates, it is understood that the Company has made its Proposal in strict accordance with the RFP terms.

4. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

5. In addition to the foregoing and not in limitation thereof, the District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.

6. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District for 120 calendar days after the scheduled closing time for the receipt of Proposals.

7. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.

8. The Company is responsible for its own verification of all information provided to it**. Mandatory site visit is required and will occur on October 12, 2026, at 9:00 a.m. CDT. Meeting location is at the former Fontbonne University Campus, St. Joseph Hall.** Any Proposal submitted without a site visit will be rejected. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

9. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to **Jim Brennell, Director of Facility Services**. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.

## GENERAL CONDITIONS

10. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFP, or if the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.

11. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.

12. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, Companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine law and all rules, regulations and interpretations resulting therefrom. Subject to the requirements of the Sunshine law, Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following: **"Technical data contained with the attachments is furnished in connection with the Request for Qualifications of the School District of Clayton shall not be used nor disclosed except for evaluation purposes, provided that, if the District and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the School District of Clayton shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement."**

13. The above restriction does not limit the District's rights to use or disclose without the Company's permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language other than the above. Proposals submitted with restrictive language or statements which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

14. The Company 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 administrator, 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.

15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.

16. The District will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.

17. The District will give preference to certified minority and women-owned businesses when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.

# GENERAL CONDITIONS

18. The District will give a bonus preference (as per its policies and Missouri law) to service-disabled veteran businesses doing business as Missouri firms, corporations or individuals or which maintain Missouri offices or places of business.

19. Each contract for the purchase or lease of manufactured goods or commodities or construction, alteration, repair or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract shall be manufactured or produced in the United States to the extent required by District policies and Missouri law.

20. Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.

21. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company qualifies its offer by stating the Proposal must be taken as a whole.

22. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.

23. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.

24. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.

25. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.

26. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall also be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

27. The successful Company shall not at any time assign its Agreement with the District or subcontract any portion of the Agreement without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.

# GENERAL CONDITIONS

28. The District reserves the right to terminate the Agreement with the successful Company with 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the Agreement, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the Agreement by the successful Company.

29. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or, the appointment of a receiver or trustee to manage the property of the successful Company.

30. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company, and the District will thereby be relieved from all further obligations under the Agreement.

31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.

32. The District shall not be responsible for any proposal preparation or any other pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.

33. The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.

34. Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.

35. The District has adopted a tobacco free policy. No tobacco products may be used in the facilities or on the grounds.

36. The District has adopted a firearms free site policy. No firearms may be brought in the facilities or on the grounds.

37. The Company will submit invoices directly to the School District of Clayton Business Office, #2 Mark Twain Circle, Clayton, MO 63105, or to invoices@claytonschools.net. Each invoice must include the District purchase order number, ordering department, date of shipment, quantity, price and item(s) shipped or services performed. Invoices will not become due and payable until all items listed on the invoice are received.

38. All shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list

should also show the District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped.

39. Payments will be made in accordance with the District's payment cycle.

40. All equipment shall be delivered as specified on the District's purchase order.

41. All deliveries will be FOB Destination, freight allowed, School District of Clayton Receiving, 305 N. Gay Ave., Clayton, MO 63105.

42. The Company is responsible for knowing, designing, and working within any relevant building codes and ordinances approved by St. Louis County, each municipality, and fire district that the site is located.

# WORK PLAN

Review the Work Plan by clicking the link below:

Environmental Remediation Work Plan

# MISCELLANEOUS

Deviating from RFP Specifications
The District will reject any proposal that deviates significantly from the specifications of this RFP. Companies submitting proposals with any minor deviations must identify and fully justify such deviations for the District's consideration.

Additional Services
In the event additional services beyond the scope of the RFP appear to be required, requests of these services and cost thereof must first be approved by the District and specifically included in the Agreement before the additional services are performed or no payment will be due for such services.

Presentation of Supporting Evidence/Surety
The Company must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the District deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

Registration with Missouri Secretary of State
Contract awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the Company is in good standing to conduct business in Missouri.

By submitting a proposal, the Company certifies that it is not currently debarred from submitting proposals for contracts with any political subdivision or agency of the State of Missouri, and is not an agent or a person of any entity that is currently debarred from submitting proposals for contracts issued by a political subdivision or agent of the State of Missouri.

Availability of Services
By submitting a Proposal, the Company acknowledges that it has the systems and resources to render the Proposal, and all programs and services offered will be fully operational by the Start Date.

Joint Ventures
Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

Independent Price Determination
The Company must warrant, represent, and certify that in connection with this RFP the following requirements have been met:

1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

## MISCELLANEOUS

2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.
3. No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Indemnification

Company shall indemnify, defend and hold harmless the District, its Board of Education, and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including reasonable attorneys fees) arising from the acts or omissions of Company and/or any party claiming by, through or under Company.

Registered Sex Offenders: Background Checks

Registered sex offenders shall not be allowed on District property. Company shall certify to the District in the contract that no registered sex offenders are working on the contracted project. Further, any individual employed by the Company must agree to a security background check if requested by the District.

- The Company shall be responsible for obtaining and making available for inspection, all security background checks and for all costs associated with the security background checks.
- The Company agrees that all persons working for or on behalf of the Company whose duties bring them upon the District's premises shall obey the rules and regulations that are established by the District and shall comply with the reasonable directions of the District's administrators.
- The Company shall be responsible for the acts of its employees and agents while on the District's premises. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property located on the District's premises. The Company shall be responsible for all damages to persons or property caused by the Company or any of its agents or employees.
- The Company shall perform the services contemplated in this Agreement without interfering in any way with the activities of the District's faculty, students, staff or visitors.
- The Company's employees entering District buildings are expected to display a Company issued photo ID.
- School properties are considered drug free and smoke free zones. Company's employees violating the zones will not be allowed on District property.

Measurements & Quantities

This RFP shows the general specifications and shall be followed as closely as actual conditions and the work will permit. The work shall conform to the requirements and intent of the specifications. It is not implied that any conflicts between various elements or components have been indicated. The Company shall investigate the electrical, structural, architectural and other conditions affecting the work and shall arrange its work accordingly, providing such materials, accessories and devices as may be required to meet such conditions. The specifications are intended to describe a complete and working project, and the Company shall be responsible for providing all materials and services required for such, at no addition to the contract price even though each and every necessary element thereof is not specifically identified herein. Significant deviations or changes from the specifications which are required to accomplish the intent of these documents, which may be required, must be reviewed with the District and approval obtained before proceeding.

# MISCELLANEOUS

The Company shall have sole responsibility for the accuracy of all measurements and for estimating the material and labor quantities required to satisfy the requirements of this RFP. Accompanying drawings and/or diagrams, if any, are for identification only and their inclusion in this RFP does not relieve the Company of its responsibility.

Insurance

The Company involved in abatement activities will be required to demonstrate adequate insurance coverage for the activities they perform. Contractors should be prepared to demonstrate coverage or obtain coverage for all risks associated with the abatement activities, including but not limited to worker's compensation, automobile liability, general liability, pollution liability, specific toxic substance liability, and other insurance, as applicable to the Contractor role and responsibilities. Acceptable confirmation of the Contractor(s) insurance coverage (e.g., insurance certificate) should be provided to the District prior to contract execution. The Contractor shall be prepared to provide complete copies of their insurance policies upon request. In all cases, the approved abatement Contractor shall provide insurance certificates naming the District and any other applicable entity as additional insured prior to beginning work on the project.

Company shall maintain at its cost and expense the following insurance coverage and will obtain and deliver to District certificates from its insurers evidencing said insurance coverage, while performing services hereunder:

- Workmen's compensation as required by law.
- General liability with limits of not less than $2,000,000 for injury or death to any one person; $2,000,000 for injury or deaths of two or more persons in any one occurrence; and property damage with a limit of not less than $2,000,000 for each accident.
- Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
- Failure to provide or maintain the insurance required shall constitute a breach of contract which allows the District to immediately terminate the contract without notice to the Company, or at District's option, District may procure such insurance and all premiums paid by the District shall be reimbursed to District by deducting such amounts from subsequent payments due Company for services rendered by Company.
- Additional insurance as required by District if attached by separate addendum to this RFP.

Construction Insurance

CONTRACTORS INSURANCE REQUIREMENTS - THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

Workers' Compensation and Employers Liability Insurance - Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than $1,000,000 each accident for bodily injury, $1,000,000 for bodily injury by disease and $1,000,000

each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above, an umbrella liability policy may be used to attain the requested limit.

Commercial General Liability Insurance - Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- Premises and Operations
- Products and Completed Operations
- Contractual Liability insuring the obligations assumed by the Contractor under this Contract
- Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

- $1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
- $2,000,000 Aggregate for Products/Completed Operations
- $1,000,000 Personal Injury/Advertising Injury
- $2,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured - The District, all of its officers, directors and employees shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period, then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the District, and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage - The Contractor's Commercial General Liability Policy shall apply as primary insurance, and any other insurance carried by the District shall be excess only and

will not contribute with Contractor's insurance. This must be stated on the insurance certificate, and a copy of the endorsement confirming coverage should accompany the insurance certificate.

Business Automobile Liability Insurance - The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the District and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage, and any other insurance carried by the District shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

Umbrella Excess Liability - The Contractor should provide an umbrella excess liability policy that will provide a minimum of $1,000,000 per occurrence/$1,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be $2,000,000 per occurrence/$2,000,000 aggregate.

Waiver of Subrogation - The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the District and its officers, directors and employees.

Certificates of Insurance - As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the District before any Work under the Contract is commenced by the Contractor. The District shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the District. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to the District as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at District's option. In the event the Contractor does not comply with the requirements of this section, the District shall have the right, but not the obligation, to provide insurance coverage to protect the District and charge the Contractor for the cost of that insurance. Any acceptance of insurance certificates by the District shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

Copies of Policies - Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of District's written request for said policies.

Subcontractors - Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the District. Contractor shall provide to District copies of certificates evidencing coverage for each Subcontractor. Subcontractors'

commercial general liability and business automobile liability insurance shall name District Additional Insureds and have the Waiver of Subrogation endorsement added.

Other Insurance - The District may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to District for review. Contractor shall purchase any such additional insurance as may be requested by the District in writing.

Builders Risk Insurance - Builders risk insurance will be provided by the District. Such Builders risk insurance will also cover both items in transit and off-site storage exposures. The deductible is $1,000 for all covered perils, including earthquake and flood, and coverage is on a special perils, completed value form. There is NO coverage for equipment that is owned, rented or leased by the contractor.

Prevailing Wage

For projects totaling more than $75,000 (set forth in RSMo. § 290.330), Company and subcontractors must comply with the requirements of RSMo § 290.220 which provides that "a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workers employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

Company shall forfeit to the District the sum of $100 for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this Agreement, by the Company, or any subcontractor to the Company.

Company shall include provisions in all bonds to guarantee the faithful performance of the prevailing wage requirements specified herein.

Company shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed in order to execute the Agreement and perform the work. The information should be posted in a prominent and easily accessible place at the site during the time that any Company shall be working on the site.

The District may request from time to time certified copies of Company's payroll to ascertain if Company is in compliance. The Company and each subcontractor shall maintain accurate records pertaining to wages paid to all workers employed on the project within the State of Missouri for a period of not less than 1 year following completion of the project, and final payment.

**Company shall execute an affidavit stating compliance with the prevailing wage law upon completion of the project and before final payment request**. With each application for payment, the Company shall submit certified payrolls for all site workers covered under the Prevailing Wage Law whether employed by the Company or a subcontractor.

Wage Rate Determination and Affidavit of Compliance for St. Louis County are available from the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. The District will furnish a copy upon request.

Construction Safety Training Law

# MISCELLANEOUS

Company and subcontractors shall comply with the requirements of RSMo § 292.675. which provides that "any Contractor for any public body for purposes of construction of public works and any Subcontractor to Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program [the program] for their on- site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department [of labor] which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program."

Company and subcontractors shall require all site workers to complete the ten hour training program, or such employees must hold documentation of prior completion of the program.

A. Company shall require every site worker to report to the Company's project leader and produce documentation of successful completion of the program upon the site worker's first day working on the District site.
B. Company shall maintain a log of site workers that includes the worker's name, worker's signature, date worker began work on the site, company name employing worker, and training certification number.
C. Company and subcontractors shall require all site workers to carry documentation of successful completion of the program at all times while working on the site and present the documentation to the District's representative when requested.

Company and subcontractors shall require all site workers who have not previously completed the program to complete the program within sixty calendar days of beginning work on the project.

A. Any site worker who cannot produce documentation of successful completion of the program shall produce documentation of successful completion of the program within twenty calendar days of the initial request to present documentation.
B. Any site worker who fails to present the documentation of successful completion of the program within twenty calendar days shall be removed from the project until such time as the site worker can present the documentation of successful completion of the program.

In the event a violation is found, Company shall forfeit as a penalty to the District $2,500, as well as $100 for each employee employed by the Contractor or subcontractor for each calendar day, or portion thereof, such employee is employed without the required training.

A. The penalty will not begin to accrue until the grace period above has elapsed.
B. The District will withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo § 292.675 when making payments to the Company under the Agreement.
C. Company may withhold from any subcontractor sufficient sums to cover any penalties the District has withheld from the Company resulting from the subcontractor's failure to comply with these terms.
    i. If the Company has made payment to the subcontractor without withholding, the Company may recover from the subcontractor the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the project is located.

Company shall submit a copy of the log of site workers OSHA compliance prior to submitting Final Application for Payment.

<u>Payment/performance bond requirement (statutory requirement for projects over $50,000)</u>

# MISCELLANEOUS

The Company shall furnish both a payment bond which meets all statutory requirements for public works projects (Section 107.170 Mo. Rev. Stat.) and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirements set forth in the Construction Documents". The Company's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Agreement.

The Company shall comply with RSMo 161.371 and shall establish and implement a random drug and alcohol testing program which shall be administered by a laboratory duly certified by the U.S. Department of Health and Human Services or similar agency approved by the State of Missouri. Such program will require notification to the employer and employee of the results of any positive drug or alcohol test, the Company shall immediately take appropriate action with respect to such employee in order to protect the safety of the students, and the District shall be notified of the action taken to protect the safety of the students as a result of such positive test result. 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 program shall be paid by the Company and not the District.

Every transient employer as defined in section 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 be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statute.

There will be 5% retention of the performance bond.

Bid Bond

A Bid Bond will be required from any vendor that submits a bid. A bid bond must be submitted with the proposal in the amount of 5% of the total proposed bid.

Lien Waiver

Partial Waiver of Lien from each major material supplier shall accompany each payment request after the first payment, to confirm and acknowledge disbursement of the payments. Partial Waiver of Lien shall be properly completed and shall list the cumulative amount of payments received by the date of the waiver. This requirement shall not be waived unless agreed upon in writing by the District. Final payments shall not be approved until the District receives a Full Waiver of Lien for each major material supplier.

Concurrent Operations

Because other activities may be proceeding at the same time as the work covered by this RFP, the Company shall cooperate with the Consultant and/or District to ensure that all contract work progresses in a manner, which will minimize conflict with other activities. Set-up areas shall be at the District's sole discretion and once designated shall not be deviated from.

Workmanship

All workmen shall be thoroughly experienced in the particular class of work in which they are employed. All materials shall be securely fastened in place in a watertight, neat and

workmanlike manner. The Consultant and/or District reserves the right to demand removal from this project, any member of the Company's staff that, in his opinion, impedes the progress of this project.

Inspection of Work
The District is authorized to inspect the project in progress on a daily basis and upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of the RFP.

Non-Compliance
Non-compliance with the terms of this RFP and the ensuing contract can result in either the cancellation of the contract or complete replacement of the defective areas at the Company's expense. In the event of cancellation, the District will not be obliged to compensate the Company for any work undertaken.

Furthermore, damages caused by water infiltration resulting from the failure of the Company to secure each day's work in a weather tight manner will be corrected at the Company's expense. Included, as damages, will be all labor costs incurred by the District as a result of such water infiltration. Consultant/Project Manager and Company will collectively decide on rain out dates.

Job Conditions – General
All material to be installed shall be in new, undamaged and sound condition before any installation is initiated.

The Company shall be responsible for exercising all reasonable precautions to avoid fires being started and shall provide suitable fire extinguishers, which are to be located so that they can be promptly used when required. Competent operators shall be in attendance at all times when equipment is in use. Materials shall be stored neatly in areas designated by the Consultant and dispersed so as to ensure a minimum fire hazard.

Care shall be taken to ensure that there is no damage to interior and exterior surfaces. If cleaning requires painting, surfaces shall be cleaned and re-painted, if needed, at Company's expense.

Company Responsibility
Bidders are cautioned to read and comply with all conditions and application specifications in this RFP. Defective materials, poor insulation, dimensional instability and poor workmanship will not be allowed.

Non-compliance can either result in cancellation of the contract or 100% replacement of the defective areas at the Company's expense. In the event of cancellation, the District shall not be obligated to compensate the Company for any work completed in a defective manner.

Supplemental Manufacturer Procedures
Wherever references to specific materials and/or systems are made, the installation procedures and requirements of those manufacturers are for reference of standards of quality and performance only. Products of equal standards and performance will be acceptable with prior approval.

Change Orders:

## MISCELLANEOUS

All change orders, additions to, or deletions from the Specifications, shall only be by written order. The Company shall not change, alter or delete, in any manner, from these Specifications without prior written approval.

# Attachment 1 – Proposal Submission

If the Company desires to present its proposal, please submit three sealed copies of the proposal marked with the name **"**Environmental Remediation**"** and three copies of the pricing information (in a separately sealed envelope) to the attention of: Jim Brennell, Director of Facility Services, School District of Clayton, #2 Mark Twain Circle, Clayton, MO, 63105, no later than 1:00 p.m., CDT, October 22, 2026. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted. Qualified finalists must make equipment available for evaluation and inspection upon request. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

All proposals must be delivered to the District by specified submission date and time. Failure to comply will result in disqualification. Sealed submissions will be received at the above address. When submitting, you must:

1. Submit this form (Attachment 1), the Profile of the Company (Attachment 3), the Federal Work Authorization Program (E-Verify Form in Attachment 4), a completed Form W-9 (Attachment 5), a completed Certification Regarding Israel (Attachment 6), and the Cost Proposal. Failure to respond to this proposal may result in your company's name being removed from the School District of Clayton's list.
2. Sign the proposal in all required places. **No facsimile signatures accepted**. Signature acknowledges full acceptance of all components of the Request for Proposal. The proposal must be completed in the name of the submitting vendor, corporate or other, and must be fully and properly executed by an authorized person.
3. Mail or deliver the submission promptly to the return location listed above. Late submissions will be unopened and discarded.
4. The undersigned hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) proposes and agrees to furnish and make delivery to specified locations free of freight and other excess charges, for items listed on the attached sheets at the price set forth in your proposal.

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

## Attachment 1 – Proposal Submission

**PROFESSIONAL ENVIRONMENTAL ENGINEERS, INC.**
2665 Scott Avenue, Suite B, St. Louis, MO 63103 | 314.531.0060
*Client Focused. Client Driven.*

**SCHOOL DISTRICT OF CLAYTON**
**BID FORM**
**ENVIRONMENTAL REMEDIATION PROJECT**
**ST. JOSEPH HALL AND FINE ARTS BUILDING/CARONDELET HALL**
**6800 WYDOWN BOULEVARD**
**ST. LOUIS, MO 63105**

The environmental remediation contractor is requested to provide a lump-sum base bid for the removal and proper disposal of all asbestos-containing materials (ACMs) in St. Joseph Hall as outlined in the Work Plan. There were no ACMs identified in the Fine Arts Building/Carondelet Hall. The environmental remediation contractor is requested to provide a lump-sum base bid for properly characterizing and disposing of or recycling for reuse all household hazardous waste (HHW) and universal waste in St. Joseph Hall and the Fine Arts Building/Carondelet Hall as outlined in the Work Plan. The environmental remediation contractor shall verify all quantities to ensure that the bidder's response is comprehensive and accurate. The materials and quantities identified are estimates only.

The environmental remediation contractor shall be allowed to work in both buildings at the same time. Both buildings are fully accessible. The demolition of drywall and plaster ceilings and walls will be required in St. Joseph Hall to access pipe/fitting insulation. St. Joseph Hall has electrical service, but no water service. The Fine Arts Building/Carondelet Hall has both electrical and water services. The elevators are operable in both buildings. The work is expected to be completed during day shifts working 7:00 am to 3:30 pm Monday through Friday. All proposed pricing must be good for the duration of the contract period. No price escalations will be provided for future labor agreements.

The environmental remediation contractor's base bid and unit costs shall include all site mobilizations, demobilizations, removal, decontamination, transportation and disposal/recycling of all ACMs, HHW and Universal Waste as outlined in the Work Plan. No change orders will be allowed after the commencement of work. The bidder agrees to perform all work necessary to complete the work as shown and as specified and as set forth in the Work Plan for the sum of:

## Attachment 1 – Proposal Submission

**ST. JOSEPH HALL AND FINE ARTS BUILDING/CARONDELET HALL**
**ENVIRONMENTAL REMEDIATION COST**

_____(Dollars) ($_____)

ESTIMATED NUMBER OF DAYS TO COMPLETE WORK_____

_____
Environmental Remediation Contractor's Name

_____
Authorized Agent

**UNIT RATE SCHEDULE**

| Item | Material | Unit | Unit Rate Cost |
|---|---|---|---|
| Asbestos Containing Materials | | | |
| 1. | Floor Tile/Mastic | SF | |
| 2. | Sheet Flooring/Linoleum | SF | |
| 3. | <6" Pipe Fitting Insulation | Fitting | |
| 4. | <6" Pipe Insulation | LF | |
| 5. | >6" Pipe Fitting Insulation | Fitting | |
| 6. | >6" Pipe Insulation | LF | |

*NOTES:*
*LF - Linear Feet*
*SF - Square Feet*

## Attachment 2 – Decline to Submit Form

If your company elects not to submit the enclosed REQUEST FOR PROPOSAL, please complete the information below and return to my attention. We are sincerely interested in determining why companies/individuals do not respond.

Thank you for your help and cooperation.

**********

My company has elected not to submit a proposal for the following services:

❑ **Environmental Remediation**

_____

Company Name:

_____

Street Address:

_____

City, State, Zip:

_____

Phone Number:

My company has elected not to submit a proposal for this bid for the following reason or reasons:

- ❑ Did not have time to complete proposal
- ❑ Did not receive specification information in time.
- ❑ Cannot meet specifications of proposal requirements.
- ❑ Not interested in School District of Clayton business
- ❑ Cannot be competitive with other traditional sources.
- ❑ Please remove from list
- ❑ Other: Please indicate reasons(s) below:

_____

_____

_____

_____

_____

Signature

## Attachment 3: Profile of the Company

Designate one individual as the Company's representative to the District during the term of the contract. 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 | | Fax # |
| Years in Operation | Years under current structure and/or under previous structure | |

Name and Title of Company's Officers:

| NAME | TITLE |
|---|---|
| | |
| | |
| | |
| | |

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 120 days from the deadline for submission of Proposals.

| | |
|---|---|
| **Company Officer's Name** | **Company Officer's Title** |
| | |
| **Company Officer's Signature** | **Date** |

## Attachment 3: Profile of the Company (Continued)

The following questions are to be completed by all bidders that are responding:

1. A listing of all Missouri school districts for which the Company currently provides services.

2. Provide 4 references, including contact names, phone numbers, and email addresses for current customers of the Company of services similar to those included in this RFP. Please include in these references at least one other school district, for whom the Company provided Environmental Remediation Services, ideally a district which is similar in size and population to the District.

3. Provide 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.

4. For each of the following positions, please provide the name, title, office location, and years with the Company, as well as a brief resume for each:

    a. President/CEO;
    b. Account Manager;
    c. Day-to-day Liaison; and,
    d. Any other Company representatives with whom the District will work routinely.

5. Please state whether your company is a Missouri based, certified minority, women-owned business, or service-disabled veteran business.

## Attachment 4: Work Authorization Form

### 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)

## Attachment 4: Work Authorization Form (Continued)

**EXHIBIT A**
**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 _____ (hereinafter "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.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

_____-_____
NOTARY PUBLIC

My commission expires:

# Attachment 5: W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

___ - ___ - ____

or

**Employer identification number**

__ - _____

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

# Attachment 6: Certification Regarding Israel

1. Company hereby certifies in writing to the District as:

   That Company is not currently engaged in and shall not, for the duration of the 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.

2. As used in this certification, the following terms and phrases shall be defined as follows:

   a) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 if other factors warrant such a conclusion; and

   b) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

In Witness Whereof, the foregoing certification is entered into as of _____, 20____.

Company: _____

By: _____
Authorized Party