RFP #2027-1
City of Saint Charles School District
Specifications and Proposal Form

SC-1 SCOPE

By way of brief summary, the work includes the provision of all materials, equipment and services necessary to perform groundskeeping, turf field maintenance, landscaping work, snow removal and salt delivery/spread upon request, at various school district (district) facilities, as more specifically set forth herein.

Proposals are invited from interested lawn care companies to assist the District by providing such services. This solicitation is competitive, designed to enable the school district to select the provider best suited to assist the District at the best possible price.

The initial service agreement will be awarded to the selected company with a one-year (1) base term with the ability to add up to two additional years. Any resulting contract shall be non-exclusive and no specific amount of work is guaranteed.

SC-2 DISTRICT OVERVIEW

The district is located primarily in St. Charles City proper, a close-knit but flourishing satellite community of the St. Louis metropolitan area. Approximately 85 percent of the district is in the City of St. Charles, seven percent is in the City of St. Peters, and the remainder is in unincorporated areas. All district facilities are within the City of St. Charles. The district encompasses 17 square miles and is bounded on the east by the Missouri River.

There are approximately 4,500 students in the City of St. Charles School District; two 9th-12th grade comprehensive high schools serve 1,350 students, one 5th/6th grade intermediate school and one 7th-8th grade middle school approximately serve 1,300 students and six elementary schools which serve approximately 1,900 students in grades K-4th. One early childhood center serves approximately 275 students. In addition, the District features the Lewis and Clark Career Center which serves students from throughout St. Charles County and the Success Campus is an alternative high school program.

SC-3 PROPOSAL DUE DATE AND TIME

In order to be considered, the proposal must be received by the City of Saint Charles School District at the address stated below, via email to sbennett@stcharlessd.org , by personal delivery, or by U.S. Mail by the following date and time: **October 30th, 2026** no later than **2:00 P.M.** local time. Clearly written on the outside of the sealed envelope, or in the subject line of the email (if submitted electronically) must be the words: **Lawn Care Services RFP #2027-1**

SC-4 IMPORTANT DATES

ISSUE DATE:	October 9th, 2026
QUESTIONS/CLARIFICATIONS:	October 23rd, 2026, prior to 2:00 pm
RETURN DATE and TIME:	October 30th, 2026, prior to 2:00 pm
PUBLIC OPENING (Attendance Not Required):	November 4th, 2:00 pm

400 N. Sixth Street
Saint Charles, MO 63301

CONTRACT TO BEGIN: Spring 2027

DISTRICT TERMS

- Should any differences arise as to the meaning or intent of the specifications, the district's decision shall be final and conclusive.
- If the scope of the agreement changes substantially, the district will have the option to request new proposals.
- The district reserves the right to reduce or increase the amount of services from the original request proposal.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any master service agreement or contract may violate these laws, ordinances, and policies. Any such portion of a master service agreement or contract that does violate these laws, ordinances, and policies will be considered null and void.
- It shall be the proposer's responsibility to insure that their proposal has been received by the City of Saint Charles School District prior to the opening date and time. The company should not assume that envelopes that have been mailed, sent by UPS or FedEx are in the correct hands for the bid opening.

SC-5 QUALIFICATIONS OF WORKERS

Bidding company shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) or equivalent. The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the Bidding Firm. Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) or equivalent. The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

In this case, "equivalent" training should be explained by the company if their lawn care professionals do not carry the requested CLP and CLT qualifications. Lack of this qualification will not nullify a bid, as long as similar training can be documented.

SC-6 SUBCONTRACTORS

Subcontractors may be used to perform work under the contract. If a bid will rely on the use of subcontractors, the company must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is presented for consideration, the company must provide the following information concerning each prospective subcontractor within five (5) working days of the district's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of the amount of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered, legally allowed to work in the United States, and if applicable holds a valid driver's license; and
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed and able to render the services required by the contract.

Failure by a company to provide this information about proposed subcontractors within 5 days, may cause the district to consider the proposal non-responsive and reject it. The substitution of one contractor for another may be made only at the discretion and prior written approval of the Assistant Superintendent of Operations or Director of Facilities designated by district.

SC-7 INSTRUCTIONS TO PROPOSERS
This bid will include full mowing services.

The lawn services contractor (hereinafter called the "contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. The contractor shall furnish all labor, equipment, tools, services, skills, etc. required to maintain the landscape in an attractive condition throughout the contract period. Maintenance shall include but not be limited to: tree & bush trimming, pruning, mulching, weeding/weed removal, debris (including fallen tree limbs), clearing/removal and general upkeep of building grounds and fence rows, including grass cutting.
The intent is to maintain a Class A appearance of the property as determined by the district. The contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the district.

Site visits for bidding purposes will be scheduled through the Director of Facilities, Scott Bennett by email or phone call.

email: sbennett@stcharlessd.org
Phone: 636-443-4879

SC-8 QUALITY CONTROL
Work covered shall be performed by a single company experienced in lawn services and maintenance of a similar nature and scope. Subject to approval of the district, the company may subcontract any work

to be performed under this contract. However, the election to subcontract work shall not relieve the contractor from responsibility or liability which it has assumed under this contract and the company shall remain liable to the same extent that its liability would attach, as if the work had been performed by the company's own employees.

By submitting the bid, the company certifies that it meets the following requirements:
1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.

SC-9 SEQUENCING AND SCHEDULING
Upon acceptance of the bid, the company shall coordinate with the district representative to arrange a schedule of services, and shall continue coordination at intervals recommended by the company and agreed upon by the district.

The district shall diligently endeavor to facilitate the company's work by providing reasonable access to all work areas. The district shall facilitate the company's program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the company can conduct both regular, scheduled maintenance and any special service(s). Further, the district shall assure the company of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

Services shall consist of a complete, regularly scheduled program, as agreed upon with the district, for maintaining the health and appearance of the district's landscape and plantings. These services shall be carried out by trained service technician(s) at all times. The company is responsible for all aspects of landscape maintenance during the term of the agreement.

SC-10 ROUTINE LAWN CARE
Bid to include mowing service districtwide on a seven (7) day turn for a 28 week schedule beginning in March. Lawn, limb, leaf cleanup congruent with mowing schedule.

Routine groundskeeping is to take place on a rotating seven (7) day schedule from March 1st through November 15th. This schedule shall be used as the primary schedule for bidding purposes.

SC-11 TREE AND SHRUB MAINTENANCE
All plant and tree material is to be pruned in a manner to provide a neat natural appearance. All limbs on grounds shall be removed unless cutting is required due to length/weight. Shearing and selective pruning techniques are left to the discretion of the company.

Shrubs shall be pruned twice (2) annually to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways and ventilation units.

All formal hedges shall be sheared to maintain desired shape and height.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible.

All necessary fertilization shall take place twice (2) annually with a **Pre-emergent** and **fall treatment** with a balanced slow release fertilizer.

SC-12 GROUND COVER & BEDS
Contractor will furnish mulch

Open ground between plants shall be kept weed-free using mechanical or chemical methods.

All plant material shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.

Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly.

Vines shall be trimmed neatly against supporting structures and kept within bounds.

Poisonous plants (i.e. Poison Ivy, Oak and Sumac) shall be removed.

Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

Sign faces and windows shall be kept clear of encroaching growth.

SC-13 TRASH AND DEBRIS (INCLUDING LIMBS) REMOVAL
During routine maintenance visits, the company will be responsible for removing trash and debris from the property.
Curbs, sidewalks, etc. are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc. are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

SC-14 OTHER SERVICES

Spring clean-up shall be performed as recommended by the company and agreed upon by the district and should be included in the pricing. Spring clean-up shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

Fall clean-up shall be performed as recommended by the company and agreed upon by the district and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annuals, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

Start-of-school and High School Graduation clean up shall be performed as recommended by the company and agreed upon by the district and should be included in the pricing. Start-of-school clean up shall be completed no more than 10 days and no less than 3 days prior to the first student day of school in August each year. Graduation clean up for both High School locations shall be completed no more than 10 days and no less than 3 days prior to Commencement ceremonies. Work shall include, but not be limited to, general clean-up of all planting beds, shrubs, trees, and lawns in and around all school buildings with refreshment of mulch in mulch beds. Dead plants should be removed and, at the direction of the district, replaced with similar plantings.

From time to time, the Owner may require supplemental snow removal or ice management services outside the core scope of work or standard event operational thresholds. The Contractor shall provide additional equipment, materials, and labor upon direct, written request from the Owner's representative.

Bidders must provide fixed, all-inclusive pricing for supplemental services as requested on the Bid Form. No charges shall be billed to the Owner unless explicitly authorized in writing prior to deployment. This bid will be listed as an alternate to the lawn service bid.

- Hourly Equipment Rates: All hourly truck and heavy equipment rates submitted must be all-inclusive. This explicitly includes the cost of the vehicle, fuel, maintenance, insurance, and the operator's labor. Billable hours shall begin only upon arrival at the designated service site and conclude immediately upon departure; travel time to and from the site is non-compensable.
- Supplemental Materials: Salt delivery and spreading rates must be structured per load or per ton. This rate must encompass the procurement, delivery, and application of the material.
- Trip / Mobilization Charges: Any flat-rate trip charges or mobilization fees must be explicitly isolated on the Bid Form. If a flat trip fee is not provided, it will be assumed that mobilization costs are built into the hourly equipment or material rates, and no additional fees will be paid.

The company shall establish and maintain an effective communication system with the district representative.

SC-15 SELECTION PROCESS AND MINIMUM REQUIREMENTS

The following are the minimum qualifications for Lawn Care Services:

- Conform to the requirements listed in this request.
- The district prefers agents that have experience with public agencies and school districts within the last three (3) years similar in nature to the scope of services requested herein.
- By submitting an RFP, the lawn care company specifically agrees that the decision of the City of Saint Charles School District is final and binding and agrees to all contents of this RFP.
- Any contract award exceeding $5,000 is contingent upon the vendor providing a notarized **Affidavit of Work Authorization** and their **E-Verify Memorandum of Understanding (MOU)** signature page.
- All factors will be considered in evaluating each RFP, including, but not limited to; pricing for the proposed services, references in the school industry, prior experience or history with the City of Saint Charles School District, the degree in which all specifications will meet or exceed the requirements and examining the proposal as to what best fits the needs of the district and all other reasonable criteria.

SC-16 REQUIRED PROPOSAL FORMAT AND CONTENT

Proposals should be submitted via email to sbennett@stcharlessd.org or on 8 1/2" by 11" paper with consecutive page numbers. The district recommends that proposals are prepared simply and economically, providing a concise delineation of the capabilities proposed to satisfy the requirements of the RFP. Completeness and clarity of content shall be emphasized. Unnecessarily elaborate bindings, brochures, descriptions, or other expensive presentation materials are not required beyond what is being requested in this RFP. Proposals may be submitted in black and white rather than color.

The proposal should contain the following four **(4) sections** in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

a. **Section 1: Specifications, Vendor Signature and Proposal Form**
Fill out completely the Specifications, Vendor Signature and Proposal. Place said form as the first page of the proposal that has been prepared for consideration.

b. **Section 2: Profile, Experience and References**
Outline history, scope of services, experience and references.

Please provide information regarding three (3) events where similar services have been provided within the last three years. Include the following items in the narrative:

- Location; (highlight any other school districts)
- Date and description of service;
- Contact name, title, address, and phone number

c. **Section 3: Pricing**

Please provide pricing to provide the services outlined in this RFP. The District prefers pricing be offered at an hourly rate converted to annual rate per parcel.

To allow a fair and simply review of all submissions, please clearly state how many persons will be used to complete the work, the total hours estimated to be necessary to complete the work, and the total cost per hour to the district converted to an annual rate per parcel.

Any ala carte services which would incur an additional charge (over and above the basic lawn care services requested) should be listed with the per hour charge for these services.

Any supplies, fuel, or other goods which would be required to complete services that would be provided by the district should also be listed with the estimated cost of these goods by week (or other appropriate interval).

d. **Section 4: E-Verify Affidavit**

SC-17 REQUEST FOR INFORMATION

Any requests for clarification or additional information deemed necessary by any company to present a response shall be submitted via email to sbennett@stcharlessd.org no later than October 23, 2026 at 2:00 pm. All requests will be responded to in writing by the district in the form of an addendum addressed to all prospective firms. Verbal responses and/or representations shall not be binding on the District.

SC-18 CONFIDENTIALITY OF PROPOSAL INFORMATION

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

SC-19 PROHIBITED

The awarded company is 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.

SC-20 LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

SC-21 CONFLICT OF INTEREST

The successful bidder shall not have conflicts of interest as to revenues derived from the results of transactions made on behalf of the City of Saint Charles School District. 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 company further covenants that in the performance of this contract no person having such interest shall be employed to work on this project. The company should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest. The company covenants and agrees that officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

SC-22 INSURANCE

The company shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

1. Professional Liability:
   Professional liability insurance protection must be carried by the consultant, for the duration of the contract, in the minimum amount of $1,000,000.00 including errors and/or omissions.

2. Worker's Compensation:
   a. State: Missouri Statutory
   b. Employer's Liability:
      $100,000 per accident
      $500,000 Disease, policy limit
      $100,000 Disease, each employee
3. Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).

a. Bodily injury: $1,000,000 combined single limit
b. Property damage: $1,000,000 combined single limit
c. Products and completed operations to be maintained for one (1) year after final payment: $1,000,000 combined single limit
d. Property damage liability insurance shall provide X, C and U coverage.
e. Broad form property damage coverage shall include completed operations.

4. Contractual Liability:
    a. Bodily injury: $1,000,000 combined single limit
    b. Property damage: $1,000,000 combined single limit

5. Personal injury, with employment exclusion deleted: $1,000,000 combined single limit

6. Business auto liability (including owned, non-owned and hired vehicles):
    a. Bodily injury: $1,000,000 combined single limit
    b. Property damage: $1,000,000 combined single limit

6. If the General Liability coverage are provided by a commercial liability policy, the:
    a. General aggregate shall be not less than $1,000,000 and shall apply, in total, to this project only. This shall be confirmed by a Certificate of Insurance.
    b. Fire damage limit shall be not less than $50,000 on any one fire.
    c. Medical expense limit shall be not less than $5,000 on any one person.

Before entering into contract, the successful firm shall furnish to the district business office a Certificate of Insurance verifying all of the foregoing coverage and identifying the district as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the district a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the district will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the district will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.
The certificate holder on the Certificate of Insurance shall be as follows:
The City of Saint Charles School District
400 N. Sixth Street
Saint Charles, MO 63301

SC-23 COSTS

All costs incurred in the preparation of the response to this request for proposal shall be the sole responsibility of the bidding company.

COMPANY INFORMATION

Company Name: _____

Main Office Location: _____

Contact Name: _____

Phone #: _____ Fax #_____

Email _____

Year company founded_____

Years in landscape maintenance: _____

Last calendar year landscape maintenance volume:_____

Have you ever operated a landscaping business under another name? ☐ Yes ☐ No
If so list previous name: _____

Have you ever defaulted on a project? ☐ Yes ☐ No
If so please explain: _____

Do you have ALCA Certified Landscape Professional (CLP) on staff? ☐ Yes ☐ No
If yes, please list them and attach a copy of their current certificate and label as Exhibit 2:
_____ Expiration Date _____

Do you have ALCA Certified Landscape Technician (CLT) on staff? ☐ Yes ☐ No
If yes, please list them and attach a copy of their current certificate and label as Exhibit 3:
_____ Expiration Date _____

Do you have on staff a Licensed Pesticide Applicator licensed in the State Missouri? ☐ Yes ☐ No
If yes, please list those who will be assigned to maintain the project and attach and label their current certificates as Exhibit 4:
_____ License # _____

The City of Saint Charles School District

OFFICIAL LAWN AND GROUNDS CARE BID FORM

Name of Company:

_____

Address:

_____

_____

Name of Primary Contact:

_____

Phone Number of Primary Contact:

_____

Email Address of Primary Contact:

_____

The undersigned _____, doing business in The City of Saint Charles School District, submits herewith, in conformity with the general terms and conditions and specifications for the above mentioned public bid, the following proposal for: **Lawn and Grounds Care – The City of Saint Charles School District**

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Maintenance for a period of one (1) year with the possibility for two (2) one-year options:

St. Charles High School **$_____per year**

St. Charles High School Stadium **$_____per year**

St. Charles West High School **$_____per year**

Hardin Middle School **$_____per year**

Jefferson Intermediate School **$_____per year**

Coverdell Elementary **$_____per year**

Null Elementary **$_____per year**

Lincoln Elementary **$_____per year**

Blackhurst Elementary **$_____per year**

Monroe Elementary **$_____per year**

Harris Elementary **$_____per year**

Harris Adjoining Lot **$_____per year**

Lewis & Clark **$_____per year**

Success Campus **$_____per year**

Early Childhood **$_____per year**

Administration **$_____per year**

621 Tompkins St **$_____per year**

GRAND TOTAL **$_____per year**

***A la carte services to include time and material not included in the bid above should be listed, with cost (per hour or per service) below.**

Alternate Bid

Item ID	Description of Supplemental Service / Equipment	Unit of Measure	Unit Price ($)
01	**Snow Removal Truck (Standard Pickup w/ Plow)** *Includes Operator, Fuel, & Equipment*	Per Hour	$ _____
02	**Snow Removal Truck (Heavy Duty / Dump Truck w/ Plow)** *Includes Operator, Fuel, & Equipment*	Per Hour	$ _____
03	**Skid Steer / Front-End Loader** *For stacking/moving snow; Includes Operator & Fuel*	Per Hour	$ _____
04	**Bulk Rock Salt Delivery & Spread** *All-inclusive rate for material procurement and application*	Per Ton / Load	$ _____
05	**Eco-Friendly / Calcium Chloride Ice Melt Delivery & Spread** *For concrete/walkways; All-inclusive*	Per Bag / Application	$ _____
06	**Flat Trip / Mobilization Charge** *Per requested dispatch event outside of core contract terms*	Per Trip	$ _____

1) **GENERAL**

a) The following general information is provided and shall be carefully followed by all Proposers to insure that the proposals are properly prepared.

b) Each Proposer must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.

c) The District reserves the right to conduct discussions with qualified Proposers in any manner necessary to serve the best interest of the District.

d) UNDUE INFLUENCE The Proposer 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, Board of Education member, Governing Council member or Parent Advisory Council 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 bidding process.

e) COMPETITION No Proposer 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 Proposer's proposal.

f) DISCLOSED DATA All materials submitted become the property of the City of Saint Charles School District. The City of Saint Charles School District understands that proposals may contain data that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. However, any and all information submitted to a Missouri public school district is subject to the Missouri Sunshine Law and subject to disclosure upon request. The City of Saint Charles School District will attempt to provide you notice of any Missouri Sunshine Law requests seeking disclosure of the information you submitted prior to disclosure. However, given the City of Saint Charles School District is obligated to make open records available to the public within three (3) business days, you herein agree and acknowledge that the City of Saint Charles School District bears no responsibility not to disclose such documents upon request. Finally, the City of Saint Charles School District retains no responsibility on behalf of you or your organization not to disclose the information. Rather, should you choose to do so, it is your sole responsibility to work to enjoin the disclosure of the records you submit without the involvement of the City of Saint Charles School District, its board, administration, agents, assigns, stakeholders, students, student's families', and/or employees.

g) ELECTRONIC OFFERS Electronic offers will be considered in response to this RFP.

h) WITHDRAWAL Proposals may be modified or withdrawn by written notice or in person by a Proposer 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 Deadline.

i) EQUAL EMPLOYMENT OPPORTUNITY The District is an equal opportunity employer and does not discriminate on the basis of race, color, sex, age, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status

j) INSURANCE REQUIREMENTS Proposer must be properly insured as outlined in this RFP.

k) BARRED LIST. By submitting a proposal, the Proposer certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri and it is not an agent of a person or entity that is currently barred or otherwise prohibited from submitting proposals for contracts by any political subdivision or agency of the State of Missouri.

l) CONFLICT. In the event of a conflict between the proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP and provide written notice of it to the Proposer. Additionally, the District shall in

good faith decide all inconsistencies and/or disputes pertaining to the Contract, the RFP and the proposal. The Proposer agrees to abide by the decisions of the District.

2) **TERMINATION**
   a) TERMINATION FOR CAUSE The District, in its discretion, may terminate the Contract in whole or in part at any time, whenever it is determined that the successful Proposer has failed to comply with or breached one or more of the terms and conditions of the Contract or specifications incorporated therein and the successful Proposer has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Contract, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Contract for materials and services, which have been accepted by the District.

   b) TERMINATION FOR CONVENIENCE The District may terminate the Contract without cause by notifying the successful Proposer in writing 30 days prior to the effective date of termination. The successful Proposer shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.

   c) TERMINATION FOR NON-APPROPRIATION 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 Contract, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Contract by providing written notice to the successful Proposer and the District will thereby be relieved from all further obligations under the Contract.

3) **CONFLICT OF INTEREST** The successful Proposer must agree that under no circumstances shall a member, officer or employee of the District, the Board of Education, or the Governing Council during his/her tenure and for one year thereafter be permitted to participate in the Contract, or any part thereof, or to derive any benefits therefrom.

4) **INSPECTION OF RECORDS** During the term of the Contract and for a period of 36 months after the termination of the Contract, the successful Proposer shall make available for the inspection, examination and audit by the District or its agents, the records of all costs of and disbursements for providing services pursuant to the Contract, and all books, accounts, memoranda and any and all other documents of the successful Proposer or any affiliated organization, indicating and substantiating the cost of any and all expenditures related to the performance of the Contract, to assure compliance with this requirement. The successful Proposer shall grant the District access to such records upon 72 hours written notice from the District.

5) **INDEPENDENT CONTRACTOR** It is understood that the successful Proposer is an independent contractor supplying services to the District. Neither the successful Proposer nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever.
   a) The successful Proposer shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the successful Proposer's compensation. The District shall not be construed to be the successful Proposer's employer, nor be held liable for any obligation as an employer.

   b) The successful Proposer will be required to assume full responsibility for the faithful execution of all the services outlined in their proposal. City of Saint Charles School District will consider the successful Proposer to be the prime contractor and the sole point of contact with regard to contractual matters, including payment of any and all charges relating to this contract.

6) **ASSIGNMENT** The Proposer’s obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.

7) **TAX EXEMPTION** The District is exempt from the payment of City, State and Federal Taxes. Such taxes must not be included in the Proposal price.

8) **VENDOR SELECTION**

a) Selection shall be determined by an evaluation of the total content of the proposal submitted including satisfying the objectives and requirements detailed in the specifications.

b) The District reserves the right to require Proposers to demonstrate any hardware or software in their proposal.

c) The District shall not be obligated to explain the results of the evaluation process to any proposer.

d) After considering both the technical and financial factors set forth in this RFP, a review committee will make recommendations for the award of the contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District, and which response will provide the highest quality of service at fair and competitive prices.

e) The District reserves the right by splitting this service among multiple bidders, or by consolidation of a group of services when such action is most advantageous to the District; unless specified by bidder as "All or Nothing".

1) **REJECTION OF PROPOSALS**

a) The District reserves the right, at its sole discretion, to reject all proposals that it receives because of this RFP. The District also reserves the right to waive informalities and minor irregularities in those proposals received, and retains the right to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the District. The District will, at its discretion, award the contract to responsible vendor(s) submitting the best proposal that complies with the RFP.

1) **LIABILITY AND RESERVED RIGHTS**

a) The District is not liable for any costs incurred by the vendor prior to the issuance of any agreements, contracts or purchase orders, and will not pay for information solicited or obtained in response to the RFP. The information obtained will be utilized solely to determine the suitability of the products or services offered. Subsequent procurement, if any, will be in accordance with appropriate rules and regulations.

b) This RFP does not commit the District to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services. The District reserves the right to amend this RFP by an addendum issued up to five (5) business days prior to the date set for receipt of proposals. Addenda or amendments will be mailed or faxed to all vendors who have procured copies of the RFP. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

2) **AWARD TIME** The District contemplates awarding the Contract within 60 calendar days from the Deadline for Proposals. Should the award of the Contract be delayed in whole or in part beyond the period of 60 calendar days, such award shall be conditioned upon the Proposer's acceptance.

3) **CONTRACT AWARD** The Contract will be awarded to that Proposer whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Proposer, cost and other factors. The award will be subject to approval by the Board of Education.

4) **INTERVIEWS** After reviewing all submitted proposals, the District may conduct interviews with any, all or none of the Proposers. Those Proposers who are interviewed will then have the opportunity to submit best and final proposals to the District. The District may, at any time, and in its sole discretion, interview any of the Proposers.

5) **NEGOTIATION** The District reserves the right to negotiate Contract terms with any, all or none of the Proposers. After reviewing all submitted proposals, interviewing Proposers and receiving best and final proposals from selected Proposers, the District shall begin negotiation of the final Contract terms with the Proposer whose proposal is deemed most advantageous by the District. If negotiation does not result in mutual agreement of terms, the District may commence negotiations with a second Proposer, and so on.

a) The District reserves the right to recommence negotiations with any Proposer, regardless of whether negotiations have ceased or the District has commenced negotiations with a second Proposer.

b) The District reserves the right to enter into arrangements to acquire the same or competing services from other sources.

c) The District reserves the right to negotiate final Contract terms with any Proposer, regardless of whether such Proposer was interviewed or submitted a best and final proposal.

d) The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.

e) The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties

f) Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of the District.

g) Initial proposals may not be withdrawn for 90 calendar days from the Deadline for Proposals except with the express written consent of the District. If a proposal is accepted as submitted, the negotiated final Contract shall consist of the Contract, this RFP, plus any addenda thereto, and the Proposer's proposal.

h) In the event the Contract initially awarded by the District is terminated for any reason within 120 days of the Deadline for Proposals, the District reserves the right to negotiate and accept any other submitted proposal.

6) **ALTERNATE OFFER** The District reserves the right to accept other than the lowest cost proposal if an alternate proposal is considered to be more advantageous to the District based on factors other than cost, at the sole discretion of the District.

7) **REJECTION/WAIVER** 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.

8) **SPECIFIC LIMITATIONS** The District may accept one part, aspect or phase, or any combination thereof, of any proposal unless the Proposer specifically qualifies its offer by stating that the proposal must be taken as a whole.

9) **REMOVAL FROM MAILING LISTS** The District reserves the right, in its sole discretion, to remove from mailing lists for future RFP's for an indeterminate period, the name of any Proposer for any reason.

10) **REDUCTION IN SCOPE OF WORK** In the event the District decides to make a minor reduction in the scope of the work of the Contract due to a change of conditions, the District shall notify the successful proposer of such decision in writing at least 30 days in advance and the Contract amount shall be equitably adjusted.

11) **PRE-CONTRACT EXPENSES** The District shall not be responsible for any pre-Contract expenses of any Proposer, including the successful Proposer, incurred prior to the commencement of the Contract.

12) **REVIEW SERVICES** The District reserves the right to periodically review and inspect the services performed by the successful Proposer.

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)

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:

ST. CHARLES COUNTY

1323 BOONES LICK RD, ST (



ST. CHARLES COUNTY

3601 DROSTE RD



ST. CHARLES COUNTY

435 YALE BLVD, ST C, MO, 6



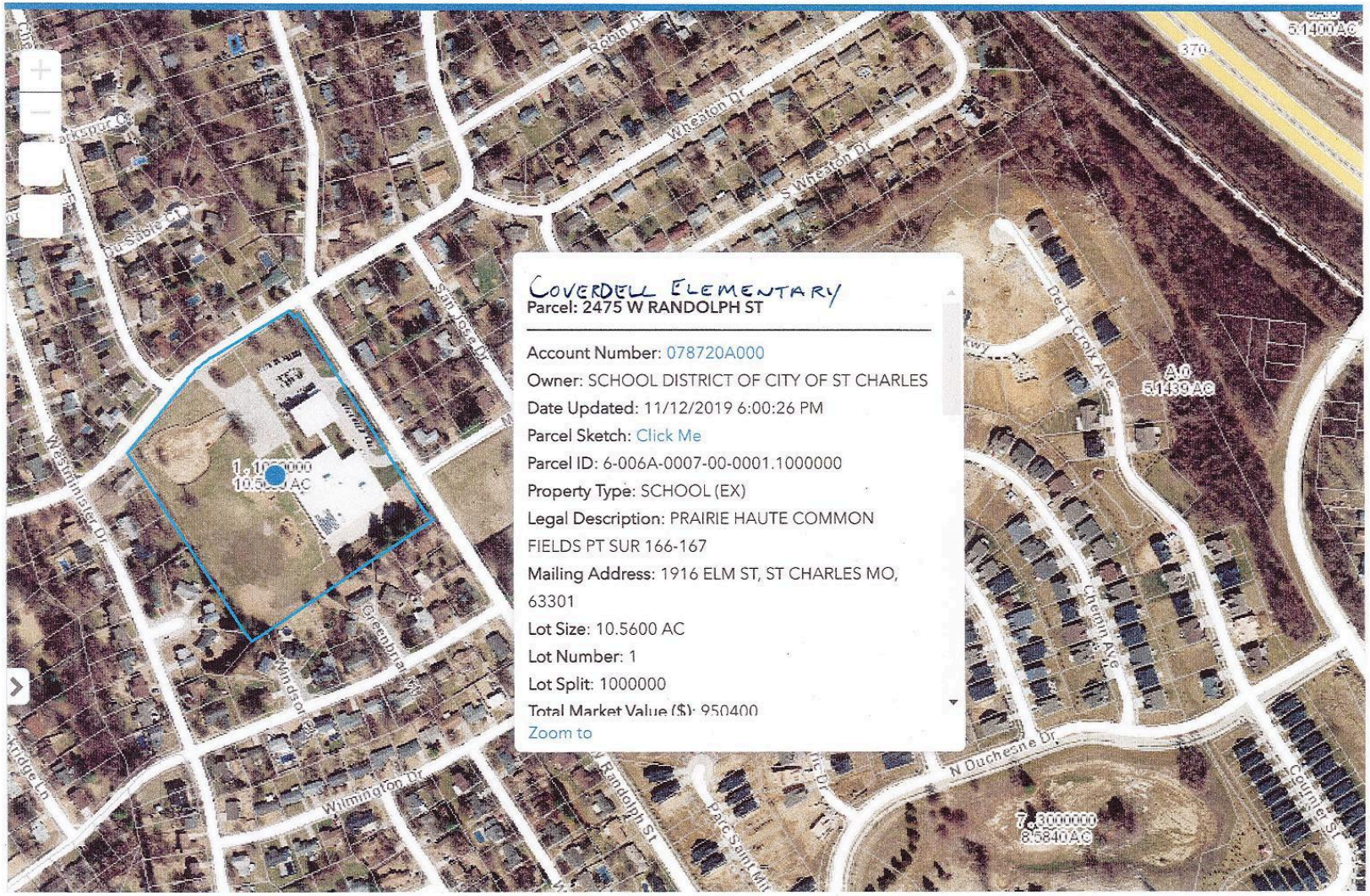
NULL ELEMENTARY

Parcel: 435 YALE BLVD

Account Number: 086570A000
Owner: SCHOOL DISTRICT OF CITY OF ST CHARLES
Date Updated: 11/12/2019 6:00:26 PM
Parcel Sketch: Click Me
Parcel ID: 6-0005-3280-00-0008.0000000
Property Type: SCHOOL (EX)
Legal Description: ST CHAS COMMON BLK 6 STEEN-CUNNINGHAM SUB
Mailing Address: 1916 ELM ST, ST CHARLES MO, 63301
Lot Size: 14.1800 AC
Lot Number: 8
Lot Split:
Total Market Value ($): 1276200
Zoom to

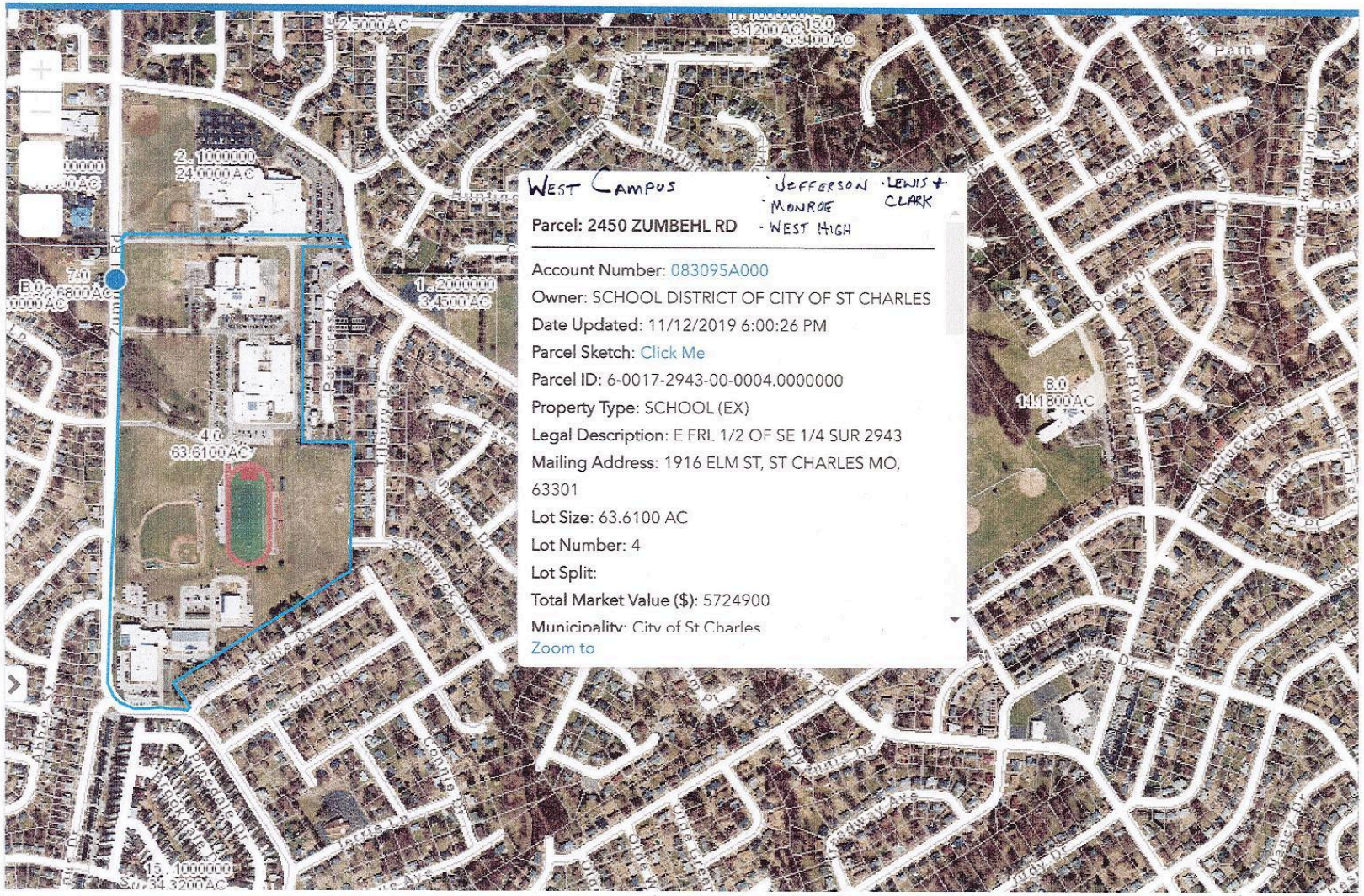
ST. CHARLES COUNTY

2475 randolph



ST. CHARLES COUNTY

2660 zumbehl



ST. CHARLES COUNTY

625 S SIXTH ST, ST C, MO, 6



ST. CHARLES COUNTY

2000 elm



HARDIN + COVERDELL

Parcel: 1950 ELM ST

Account Number: 078140A000
Owner: SCHOOL DISTRICT OF CITY OF ST CHARLES
Date Updated: 11/12/2019 6:00:26 PM
Parcel Sketch: Click Me
Parcel ID: 6-009B-0007-00-0001.0000000
Property Type: SCHOOL (EX)
Legal Description: PRAIRIE HAUTE COM FIELDS PT SURS 175 176 177 &178
Mailing Address: 1916 ELM ST, ST CHARLES MO, 63301
Lot Size: 12.7500 AC
Lot Number: 1
Lot Split:

ST. CHARLES COUNTY

2800 OLD MUEGGE RD



ST. CHARLES COUNTY

725 Kingshighway

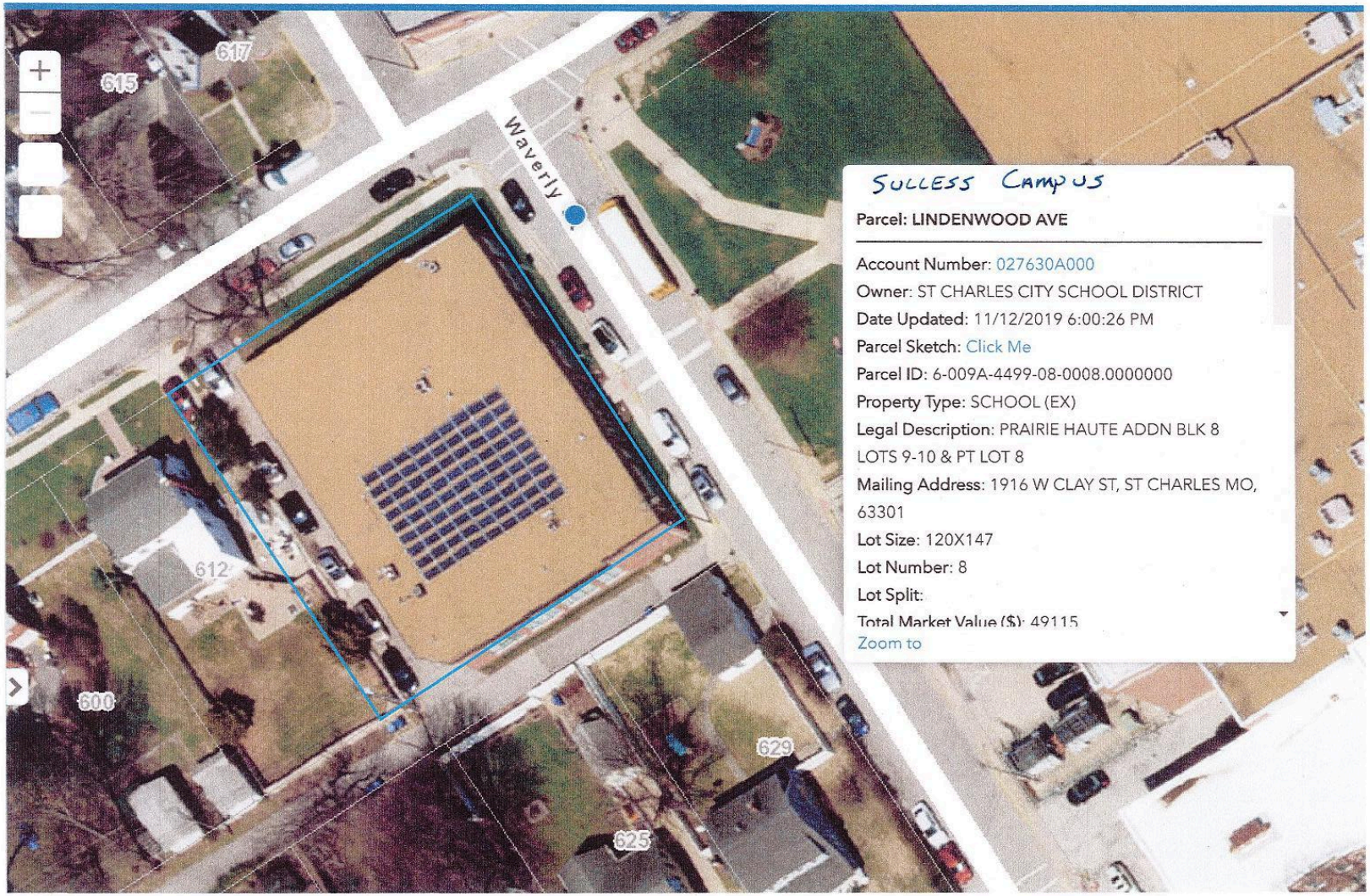


Saint Charles High School
Parcel: 725 N KINGSHIGHWAY ST

Account Number: 027340A000
Owner: ST CHARLES CITY SCHOOL DISTRICT
Date Updated: 11/7/2019 6:00:26 PM
Parcel Sketch: Click Me
Parcel ID: 6-009A-0007-00-0013.0000000
Property Type: SCHOOL (EX)
Legal Description: PRAIRIE HAUTE COMMON FIELDS CITY BLK 283
Mailing Address: 1916 W CLAY ST, ST CHARLES I 63301
Lot Size: 6.2000 AC
Lot Number: 13
Lot Split:
Total Market Value ($): 837000
Zoom to

ST. CHARLES COUNTY

1600 waverly



ST. CHARLES COUNTY

3800 w clay



FACILITIES + TRANSPORTATION

Parcel: 3800 W CLAY ST

Account Number: 148140A000
Owner: CITY OF ST CHARLES SCHOOL DIST
Date Updated: 11/12/2019 6:00:26 PM
Parcel Sketch: Click Me
Parcel ID: 6-0016-0979-00-0004.1000000
Property Type: SCHOOL (EX)
Legal Description: PT SUR 979
Mailing Address: 400 N 6TH ST, ST CHARLES MO, 63301
Lot Size: 6.5100 AC
Lot Number: 4
Lot Split: 1000000
Total Market Value ($): 2003765
Municipality: City of St Charles
Zoom to

ST. CHARLES COUNTY

400 N SIXTH ST, ST C, MO, 6



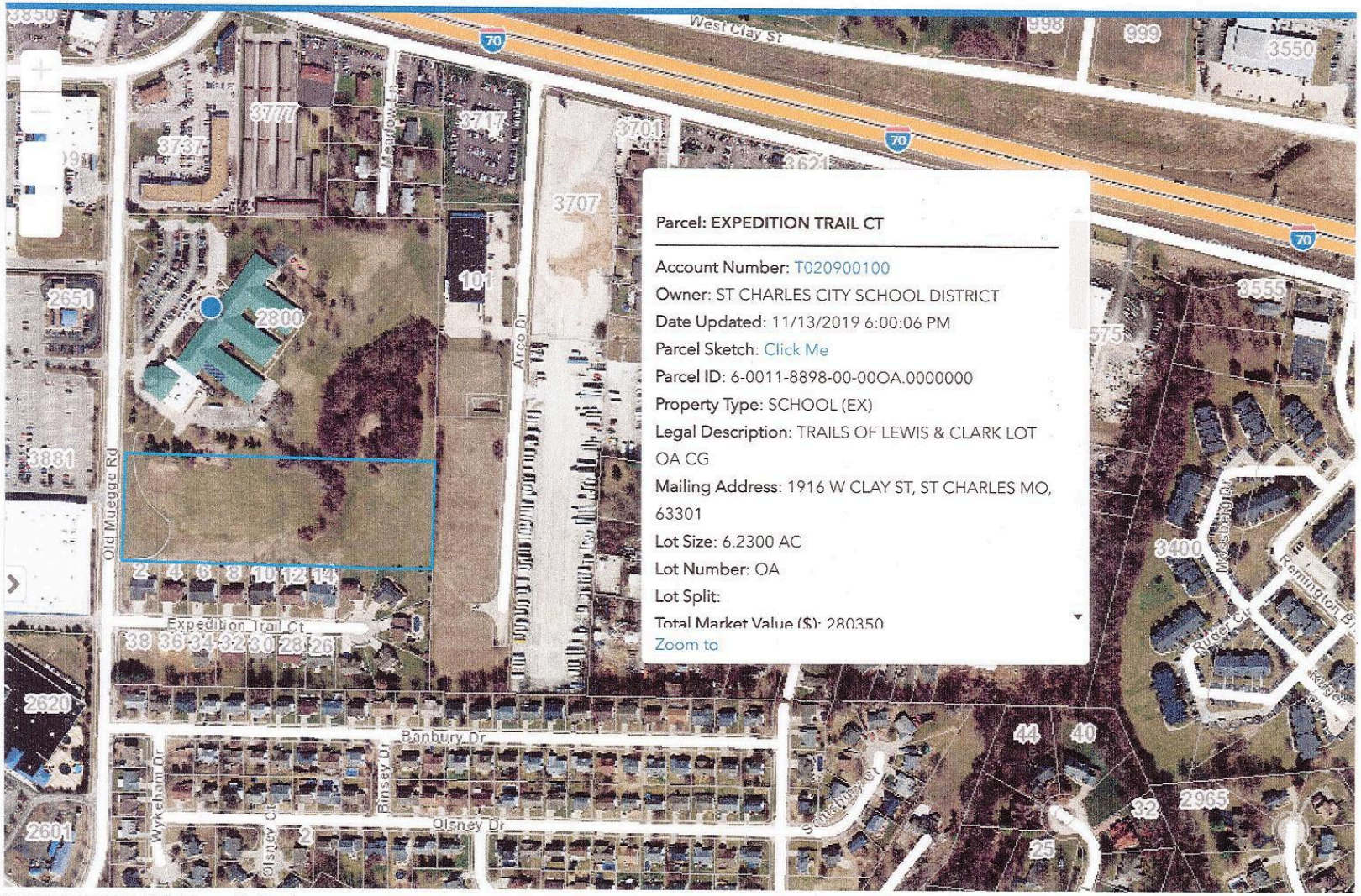
ADMINISTRATION

Parcel: 400 N 6TH ST

Account Number: 016860A000
Owner: ST CHARLES CITY SCHOOL DISTRICT
Date Updated: 11/12/2019 6:00:26 PM
Parcel Sketch: Click Me
Parcel ID: 6-009A-B182-00-0001.0000000
Property Type: SCHOOL (EX)
Legal Description: PT CITY BLK 182
Mailing Address: 1916 W CLAY ST, ST CHARLES MO, 63301
Lot Size: 2.2100 AC
Lot Number: 1
Lot Split:
Total Market Value ($): 529474
Municipality: City of St Charles
Zoom to

ST. CHARLES COUNTY

2800 OLD MUEGGE RD



ST. CHARLES COUNTY

621 TOMPKINS ST, ST C, MC



ST. CHARLES COUNTY

725 Kingshighway



Parcel: LINDENWOOD AVE

Account Number: T070700024
Owner: ST CHARLES CITY SCHOOL DISTRICT
Date Updated: 11/13/2019 6:00:06 PM
Parcel Sketch: Click Me
Parcel ID: 6-009A-0007-00-0013.1000000
Property Type: SCHOOL (EX)
Legal Description: PRAIRIE HAUTE COMMON FIELDS PT CITY BLK 286
Mailing Address: 1916 W CLAY ST, ST CHARLES MO, 63301
Lot Size: 8.2800 AC
Lot Number: 13
Lot Split: 1000000
Total Market Value ($): 745200
Zoom to