

RFP #2023-1
City of Saint Charles School District
Specifications and Proposal Form

SC-1 SCOPE

The selected offeror will be responsible for the provision of cellular tower consultant services. The scope of services is specifically described below:

1. Consulting Services. District is soliciting requests for bids from Vendors interested in serving as District's Cell Tower Lease Consultant. Interested Vendors must have recent cell tower lease experience, which includes but is not limited to fair market value evaluations, property assessments, carrier negotiations, site location and future expansion assessments, ground space leasing, cell tower site selection and cellular site feasibility audits. District currently has one (1) cell tower site, which is a dedicated cellular transmission tower structure, located on the campus of St. Charles West High School, 3601 Droste Road, St. Charles, MO 63301.
2. Valuation Services. In addition to consulting services, Vendor may be required to provide to District a report which evaluates District's existing cell tower site and make recommendations to maximize market competitiveness and future leasing opportunities.
3. Cellular Tower Lease Review and Negotiation: Upon request by District, Vendor may be required to review the District's current tower lease(s) on site to identify current financial, liability, and compliance issues, as well as future development and disposition concerns that may need to be addressed in the lease(s) going forward. Vendor will assist in negotiating new or renewal lease contracts with cell service providers/tenants.
4. Cellular Tower Site Evaluation: Upon request by District, Vendor may be required to evaluate the current tower sites and surrounding areas to determine factors that include, but shall not be limited to, the following:
 - a. The type of telecommunications equipment currently located at the respective site; the current value of such equipment to tenant based upon wireless coverage/data needs in immediate area; and potential necessity for future equipment upgrades or premises expansion;
 - b. Characteristics of the respective site, as applicable, including carrier name, site classification, latitude and longitude data, FCC ASR Number, FAA Study Number, date installed/constructed, structure height, ground elevation,

compound size; wireless carrier spectrum information; immediate population densities and wireless subscriber demographics that the site serves;

c. Comparable existing or proposed structure (water tower, flagpole, billboard, etc.) or tower sites in the immediate area that are currently or are scheduled to be used for comparable telecommunications equipment; and an assessment of the characteristics of such existing or proposed wireless facilities and their impact on the respective Site;

d. A determination of short-term and long-term viability of the respective site due to technological advancement and resulting wireless site redundancy, telecommunications industry corporate restructuring and mergers; and contraction or expansion of the subject wireless network in the immediate subject areas.

5. Cellular Lease Evaluation: Upon request by District, Vendor may be required to present to District, based upon a Lease and Tower Site Evaluation and comparable available rent data, a valuation of what the current rent range should be for the occupancy and use of the respective site. Vendor shall also provide District general consultation regarding both immediate value of the respective site to the applicable tenant, as well as long-term value due to the expansion or contraction of the utility of the respective site.

6. Cellular Site Lease Negotiation: Using information gained in the Lease and Tower Site Evaluation, Vendor shall assist District in the negotiation of new or renewed leases for the sites prior to the expiry of lease terms with current tenants.

7. District Consultation Services: Upon request by District, may require Vendor to provide an analysis of the above-described evaluations, scheduled time(s) for follow-up conference call(s) that shall be for the purposes of discussion of such evaluations and the information provided therein and to assist District's counsel in the negotiation of new, renewal or amended lease contracts at the site.

8. District Litigation - Upon request by District, District may require Vendor to provide documentation and testimony in support of District litigation involving cell tower tenants, if any.

9. Competitive Bidding. This solicitation is competitive, designed to enable the District to select the provider best suited to assist the District at the best possible price.

10. Term of Consulting Services Agreement. 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 4,950 students in the City of St. Charles School District; two 9th-12th grade comprehensive high schools serve 1,500 students, one 5th/6th grade intermediate school and one 7th-8th grade middle school approximately serve 1,350 students and six elementary schools which serve approximately 2,100 students in grades K-4th. One early childhood center serves approximately 300 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

To be considered, the proposal must be received by the City of Saint Charles School District at the address stated below, via email to jeshields@stcharlessd.org , by personal delivery, or by U.S. Mail by the following date and time: **March 15, 2024** 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: **Cell Tower Consultant RFP #2023-1.**

**City of Saint Charles School District School
District “Cell Tower Consultant RFP #2023-1”
Attn: Jeremy Shields
400 N. Sixth
St. Charles, MO 63301**

SC-4 IMPORTANT DATES

ISSUE DATE: January 22, 2024

QUESTIONS/CLARIFICATIONS: February 23, 2024, 2:00 pm, local time

RETURN DATE and TIME: March 15, 2024, prior to 2:00 pm, local time

CONTRACT TO BEGIN: July 1, 2024

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 CONSULTANTS

Bidding company (also referred to herein as the "Firm") shall have in its employ, a minimum of one (1) currently experienced cell tower lease consultant. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years they have been with the company. If the bidding company is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.

Provide brief biographies and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.

Link each named person with the specific tasks, responsibilities, and deliverables.

If more than one person is named as a candidate for a specific role, include the above information for all listed persons.

SC-6 EXPERIENCE OF CONSULTANT

Provide a description of how the Firm's experience, technical, and professional skills will meet the goals and fulfill the general functions identified in this RFP.

State the number of years the firm has conducted business. Bidding company must have at least three (3) years' experience in providing the outlined scope of required services in Missouri.

Cell Tower Consultant Experience (References)

Provide a description of at least five (5) most relevant similar consulting projects with cell phone towers contracts held by the Firm, preferably involving projects in Missouri or surrounding states, no more than one page per project, to include:

- Role of the firm and relationship to client
- Project Scope description
- Staffing and major sub-consultants used
- Duration of project
- Planning work through agency approval? Yes/No
- Contact name, position, entity name, telephone number, facsimile number and email

SC-7 SUBCONTRACTORS AND SUBCONSULTANTS

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

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

1. Complete name of the subcontractor/subconsultant
2. Complete address of the subcontractor/ subconsultant
3. Type of work the subcontractor or subconsultant will be performing
4. Percentage of the amount of work the subcontractor or subconsultant will be providing
5. A written statement, signed by each proposed subcontractor or subconsultant, that clearly verifies that the subcontractor or subconsultant is committed and able to render the services required by the contract.

Failure by a company to provide this information about proposed subcontractors and subconsultants 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 for Business and Technology or Director of Facilities designated by district.

SC-7 SITE VISITS-INSTRUCTIONS TO PROPOSERS

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: 636-634-8262

SC-8 SELECTION PROCESS AND MINIMUM REQUIREMENTS

The following are the minimum qualifications for the consulting services described herein:

- Conform to the requirements listed in this request.
- The District prefers consultants that have experience with public agencies, municipalities and school districts within the last five (5) years similar in nature to the scope of services requested herein.
- By submitting an RFP, the bidding company agrees that the decision of the City of Saint Charles School District is final and binding and agrees to all contents of this RFP.
- All factors will be considered in evaluating each RFP, including, but not limited to; pricing for the proposed services, references in the school industry, municipalities or public agencies, 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-9 REQUIRED PROPOSAL FORMAT AND CONTENT

Proposals should be submitted via email to jeshields@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.

To allow a fair and simple 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 services requested) should be listed with the per hour charge for these services.

d. Section 4: E-Verify Affidavit

SC-10 REQUESTS FOR INFORMATION

Any requests for clarification or additional information deemed necessary by any company to present a response shall be submitted via email to jeshields@stcharlessd.org no later than **March 15, 2024** 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-11 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 the public record.

SC-12 ASSIGNMENT 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-13 LAW GOVERNING

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

SC-14 CONFLICTS 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-15 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

7. 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 document.

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
Attn: Assistant Superintendent of Business and Technology**

SC-16 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 cell tower consulting business:

Have you ever operated a consulting business under another name?

☐ Yes ☐ No

If so, list previous name:

Have you ever defaulted on a project?

☐ Yes ☐ No

If so, please explain:

City of Saint Charles School District

OFFICIAL CELL TOWER CONSULTANT 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, hereby submits the following proposal for: **Cell Tower Consultant– The City of Saint Charles School District.**

For each of the services described above in section 1-7 of Section SC-1, “Scope of Services”, list the hourly rate for each consultant providing services, or for each section 1-7, list the flat fee proposal to provide said services. If some services under section 1-7 of Section SC-1 are to be flat fee and others are to be charge on an hourly basis, then so indicate below:

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”.

9) **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.

10) **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.

- 11) **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.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.
- 17) **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.
- 18) **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.
- 19) **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.
- 20) **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.
- 21) **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:

