

ROCKWOOD SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No.: RFP0317AQCONT

Title: 2017 AQUATIC CONTROL SERVICES FOR RETENTION BASINS

Issue Date: March 9, 2017

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide consulting, planning, and services as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 12:00 PM CDT, on April 4, 2017. Proposals submitted after that time and date will be rejected and returned.

PROPOSALS SHALL BE SUBMITTED TO:

**Mr. Bill Branson
Coordinator of Maintenance and Grounds
Rockwood School District
17146 Manchester Rd
Wildwood MO 63040**

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

**Bill Branson
Coordinator of Maintenance and Grounds
Rockwood School District
17146 Manchester Rd
Wildwood MO 63040
Tel. No. 636.733.3270
Email: bransonbill@rsdmo.org**

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

Important Dates

RFP Issue Date:	March 9, 2017
Deadline for RFP Clarification	March 23, 2017
Proposal Due Date	April 4, 2017@ 12:00 PM CDT
Award Recommendation Submitted to BOE	April 6, 2017
BOE Approval Date	April 20, 2017
Contract Commencement Date	May 1, 2017

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I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves over 22,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 2,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at www.rsdm.org.

The Rockwood School District invites you to submit a bid for **AQUATIC CONTROL SERVICES FOR RETENTION BASINS**.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit two (2) hardcopies of the proposal and one electronic copy. Electronic copy shall be emailed to Bill Branson at bransonbill@rsdm.org within 24 hours **after** 12:00 PM CST on April 4, 2017. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title, **AQUATIC CONTROL SERVICES**, RFP No. **RFP0317AQCONT**. Proposals shall be delivered to:

**Coordinator of Maintenance and Grounds
Rockwood School District
17146 Manchester Rd
Wildwood MO 63040**

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 12:00 PM CDT ON April 4, 2017. Proposals submitted after that time and date will be rejected and returned.

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

- C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):
- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
 - (2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any

entity or person owning 10% or more of the corporation.

- (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
- (4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
- (5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
- (6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs. **Please include Schedule A, attached hereto as a supplement to proposer's listing of fees.**

a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the district for card acceptance.

b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.

- D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.
- E. Proposers must provide evidence or information as to their financial condition and stability.
- F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.
- G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

3. AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, comprehensive experience including previous involvement with the district, qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer. The District also reserves

the right to make multiple awards if this is in the best interest of the District.

4. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

5. PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation. The School District will select proposals with which to negotiate according to criteria shown below and reserves the right to enter into a contract with a Proposer that may not be lowest in fees charged. In determining the successful Proposer, the District will consider, but not be limited to, the following selection criteria:

- The overall quality of the program being offered
- The costs (commissions, fees, expenses, etc. to be charged)
- The reputation of the Proposer
- The ability of the Proposer to provide the service requested
- References furnished including other schools
- The quality and satisfaction of any previous services performed
- The overall financial position of the Proposer
- The number and scope of any conditions included in the Proposer's proposal
- The accessibility of the Proposer's staff to the District's staff
- The Proposers ability to execute the contract in a timely manner
- Any other relevant information submitted
- Biographical information of persons who will provide the service
- Compliance record of Proposer
- Possession of all licenses/permits

6. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

7. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

8. SCOPE OF WORK

This program will consist of a 3 year and 2 month agreement which will begin in May 1, 2017 and continue through June 30, 2020. The program will require regular treatment of 1 pond and periodic treatment of a second pond as needed. All materials used in this maintenance program shall be registered with the U.S. EPA and Missouri State Regulatory Agencies, or exempt from

said registrations. All applicators shall be properly certified. Selection of materials shall be made with the client's water uses taken into consideration.

Pond # 1 - located at Marquette High School 2351 Clarkson Rd Chesterfield MO 63017:
Program to include a biweekly (every other week) inspection of the pond for nuisance vegetation, and treatment as necessary to maintain acceptable control of nuisance vegetation during the duration of the contract.

Pond #2 - located at Rockwood Summit High School 1780 Hawkins Rd Fenton MO 63026:
Historically this pond does not require as much care. This program is to include quarterly inspections of the pond. Treatment options are to be communicated with the district and performed as mutually agreed to maintain acceptable control of nuisance vegetation for the duration of the contract.

9. PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. Proposed pricing shall be submitted on the attached, Schedule A. No increase in costs will be permitted during the term of the contract.

10. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

11. CONTRACT

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by April 20, 2017. The successful Proposer will be required to enter into a written contract with the District thru June 30, 2018 which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

12. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

- Comprehensive General Liability - \$ 1,000,000 per person per occurrence
(Including Contractual Liability)

\$ 1,000,000 property damage per occurrence

\$ 1,000,000 aggregate all claims per occurrence
- Workers' Compensation - As required by applicable law
- Employer's Liability - \$ 1,000,000 per occurrence
- Automotive Liability - \$ 1,000,000 per occurrence

- Professional Errors and Omissions - \$ 1,000,000 per occurrence

13. TAXES

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

14. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

15. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

III. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

3. REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

4. ROCKWOOD POLICIES AND PROCEDURES

Contractor agrees that he/she shall perform all of his/her duties under this Agreement in a manner that complies with the terms and conditions of Rockwood's Policies and Regulations. To the extent that Contractor will have direct contact with Rockwood's students or perform services on Rockwood School District property, Contractor will be required to comply with the specific Policies, Procedures and Regulations applicable to employees, volunteers and others who have contact with Rockwood's students. These policies can be viewed on the District's website at www.rsdmo.org under the Department /Board of Education tab.

5. INSURANCE

Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.

Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.

All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

6. TERMINATION

The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination; as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.

In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

7. INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

8. GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

9. REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Maintenance/Ground Coordinator and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as

directed, or as may be necessary or appropriate.

10. ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

11. LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

12. CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

13. INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising

out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

14. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide

to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

15. FISCAL FUNDING. While the parties intend for the term of this Agreement to be three (3) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District, are not able to be appropriated by the District or cannot be budgeted by the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Consultant prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Consultant for the services performed up to the date of termination.

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SCHEDULE A

Marquette High School annual treatment cost ----- \$ _____

Billed monthly ----- \$ _____

Rockwood Summit High School annual treatment cost ---- \$ _____

Billed monthly or quarterly (circle appropriate) ----- \$ _____

TOTAL COST PER YEAR----- \$ _____

OPTIONAL ADDITIONAL COSTS PER YEAR

Duckweed and/or watermeal treatment----- \$ _____

Cattail treatment----- \$ _____

Other miscellaneous costs----- \$ _____

ACKNOWLEDGEMENT FORM

(Complete and return as part of your proposal)

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

Company Name	Representative's Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address

Years in Operation	Years under current structure and/or under previous structure
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1) Name of Company's Officers:

NAME	TITLE
_____	_____
_____	_____
_____	_____

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

Addendum Number	Date Issued	Date Acknowledged	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Company Officer's Name

Signature	Date
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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: