



# School District of Clayton

## Request for Qualifications

### Clayton High School Library Design

9/10/2021

**Contact Person:** Mary Jo Gruber  
**Title:** Chief Financial Officer  
**Phone #:** (314) 854-6011  
**E-mail:** maryjogruber@claytonschools.net

**RETURN PROPOSAL NO LATER THAN: Friday, October 1, 2021 @ 2:00 p.m. CDT**

**RETURN PROPOSAL TO:**

School District of Clayton  
Attn: Mary Jo Gruber  
#2 Mark Twain Circle  
Clayton, Missouri 63105

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

## OVERVIEW

### Summary of Key Dates:

9/10/2021 .....	RFQ available to Company
September 15, 2021 at 11:00 a.m. CDT .....	Required Pre-Proposal Site Visit
October 1, 2021 at 2:00 p.m. CDT .....	Proposal due at #2 Mark Twain Circle
October 6 or 7 <sup>th</sup> , 2021 (if needed) .....	Company Interviews
October 27, 2021 (tentative) .....	Board of Education meeting (Approval)
November 1, 2021 .....	Anticipated Start Date

### Documents to Include in Submission:

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

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## INTRODUCTION

This document is a formal Request for Qualifications (RFQ) for the development of a renovation project for the School District of Clayton (District) of the District's High School library.

The purpose of this RFQ is to establish the requirements for the requested products and/or services, and to solicit proposals (Proposal) from firms (Company) for providing such products and/or services. The RFQ requests a great amount of detail to avoid delays, misunderstandings, and to simplify the evaluation of the Proposal. This RFQ specifically does NOT request any price or cost proposal information and seeks qualifications information only. The Company is requested to respond to each specification.

### **A. GENERAL INFORMATION:**

1. District:

As a public school system dedicated to the education of all children who come to our schools, the School District of Clayton strives to inspire each student to love learning, and embrace challenge within a rich and rigorous academic culture. The District's 3.25 square miles include an early childhood center, three elementary schools, a middle school, and a high school that together serve a diverse student body of approximately 2,600.

2. Objective:

To evaluate the existing library space, and develop a plan for renovation including but not limited to:

- 2.1. Designing a variety of task spaces from individual to group;
- 2.2. Including multiple types of work spaces from comfortable seating, to standing options;
- 2.3. Designing for quiet spaces and interactive community spaces;
- 2.4. To improve lighting and design around natural light;
- 2.5. Flexibility to accommodate changing needs and technology.

The firm will provide a draft plan for the District. The successful Company will assist District leadership in designing a plan for improvements based upon District budget constraints, and prepare a final report the District leadership may present to the Board.

NOTE: The Scope of Services exhibit attached hereto includes more detailed information on the objectives, products and/or services desired by the District.

### **B. PROPOSAL EVALUATION AND AWARD:**

1. Evaluation

- 1.1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference.
- 1.2. Elaborate and expensive copy is not required. Neat, legible, and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included, but may not be substituted for the information requested herein.
- 1.3. The Proposal should include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFQ. The Letter of Transmittal must include an original signature by an authorized individual able to bind the Company to all items in the

## INTRODUCTION

Proposal, including products, services, prices, etc. which are contained in the Proposal. The Letter of Transmittal must also include the contact person for the Company, and their contact information.

- 1.4. The Proposal should include an **Executive Summary** that briefly describes the Company's approach to meeting the District's requirements as outlined in the RFQ; indicates any major requirements that cannot be met; and, highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
  - 1.5. The Company shall complete Attachment 2, "**Profile of the Company**" which includes a potential conflict of interest statement. The Company shall include a listing of all Missouri school districts for which the Company has recently provided services. The Company shall additionally provide the District a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.
  - 1.6. The Company shall specify, and be prepared to show proof of the level and types of insurance carried.
  - 1.7. The District may conduct interviews with the Company in connection with its evaluation of the Proposal. All costs associated with the interviews shall be at the expense of the Company.
  - 1.8. Selection shall be made on the basis of demonstrated competence and qualifications for the types of services specified by the district at fair and reasonable prices. The data submitted by the Company will be evaluated against:
    - 1.8.1. The specialized experience and technical competence, including that of partners and associates, demonstrated either with the district or elsewhere, with respect to the type of services desired by the Board.
    - 1.8.2. The capacity and capability of the firm to perform the tasks requested, as well as any specialized services, within the time limitations established for the completion of the project.
    - 1.8.3. The firm's past record of performance with school projects with respect to control of costs, quality of work, design, appearance, utility and the ability to meet time schedules.
    - 1.8.4. The firm's proximity to and familiarity with the geographical area in which the project shall be located.
  - 1.9. For all employees which may be involved in this project, the Company shall submit information, including experience and credentials of professional staff, as well as information regarding the manager of services, and any support staff with which the District will interact.
  - 1.10. Proposals will be evaluated by the District's designated staff to determine which Company best meets the needs of the District.
2. Award
- 2.1. The District intends to make a selection of the successful Company after a thorough evaluation of the proposals submitted. **The District reserves the right to negotiate with the successful Company or to elect not to select any Company.**

## INTRODUCTION

- 2.2. The District may conduct interviews with the Company in connection with its evaluation of the Proposal.
- 2.3. The contract will be awarded to that Company whose proposal will be most advantageous to the District based on conformity to the RFQ, reputation of the Company, and the other factors listed above. The award will be subject to approval by the Board of Education.
- 2.4. The District shall not be obligated to explain the results of the evaluation process to any Company.
- 2.5. No verbal agreement or conversation with any administrator, agent, or employee of the District, either before or after the execution of the contract resulting from the RFQ or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFQ.
- 2.6. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

### **C. NEGOTIATION**

1. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the Proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Subject to successful negotiations and approval of the Board of Education, a contract or purchase order will be issued to the selected Company.
2. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the Proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Specifically, following the selection of a firm on the basis of qualifications, as part of the contract negotiations, the firm selected for negotiation must provide the following elements in its proposed contract proposal:
  - 2.1 A specific fee structure;
  - 2.2 Rates and prices that are a firm fixed rate, and not subject to change throughout the term of the negotiated contract;
  - 2.3 Each Proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Company can submit to the District. The Company may submit an alternate proposal on a group of line items on an “all or nothing” basis;
  - 2.4 The Company should address any out-of-pocket expenses the District may incur completing this project and not included by the Company in its Proposal; and,
  - 2.5 The Company shall provide the terms and conditions of the Company’s request for payment and whether there are discounts, including any discounts for cash or early payment.
3. Subject to successful negotiations and approval of the Board of Education, a contract will be issued to the selected Company.
4. Negotiation of the final contract between the District and the Company will begin after the most qualified Company has been identified. If prices and compensation and final contract cannot be agreed to, then negotiations with the most qualified Company will be terminated and at the District’s option, will then begin with the next most qualified Company.

## **INTRODUCTION**

5. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
6. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

## GENERAL CONDITIONS

1. The information presented in the RFQ is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse the Company for any expenses incurred in preparing a Proposal in response to this request.
2. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFQ will be considered. Companies submitting proposals with any minor deviations must identify and fully justify such deviations in order to be deemed in compliance with the RFQ, and receive the District's consideration. Non-compliance with RFQ specifications and/or requirements will, at the District's option, disqualify the Proposal from further consideration.
3. Any explanation or statement that the Company wishes to make must be contained with the Proposal, but shall be written separately and independently of the Proposal itself, and attached thereto. Unless the Company so indicates, it is understood that the Company has made its Proposal in strict accordance with the RFQ terms.
4. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
5. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFQ, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
6. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District for 90 calendar days after the scheduled closing time for the receipt of Proposals.
7. While the District has used considerable efforts to ensure an accurate representation of information in this RFQ document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFQ document.
8. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFQ, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFQ, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
9. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFQ must be directed to Mary Jo Gruber, Chief Financial Officer. Unauthorized contact by the Company with other District employees or Board members regarding the RFQ may result in disqualification.
10. Any information given to a Company concerning the RFQ will be furnished to all Companies as an addendum to the RFQ if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFQ, or if the lack of such information would

## GENERAL CONDITIONS

be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFQ.

11. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
12. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, Companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine law and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following: **“Technical data contained with the attachments is furnished in connection with the Request for Qualifications of the School District of Clayton shall not be used nor disclosed except for evaluation purposes, provided that, if the District and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the School District of Clayton shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement.”**
13. The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language other than the above. Proposals submitted with restrictive language or statements which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an administrator, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.
16. The District will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than that of the other responsive providers.
17. The District will give preference to certified minority and women-owned businesses when the quality of performance promised is equal to or better than that of the other responsive providers.
18. The District will give a bonus preference (as per its policies and Missouri law) to service-disabled veteran businesses doing business as Missouri firms, corporations or individuals or which maintain Missouri offices or places of business.
19. Each contract for the purchase or lease of manufactured goods or commodities or construction, alteration, repair or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract shall be manufactured or produced in the United States to the extent required by District policies and Missouri law.
20. Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.



## GENERAL CONDITIONS

21. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
22. The District may award a contract based upon the initial Proposals received without discussion of such Proposals.
23. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange an interview. The District, in its sole discretion, will determine which, if any, Company or Companies will be interviewed.
24. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
25. In the event of a conflict between the Proposal and the RFQ, the District shall resolve any inconsistency in favor of the RFQ. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFQ and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
26. All of the terms and conditions of this RFQ are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFQ and the successful Company's response to this RFQ shall also be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFQ and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
27. The successful Company shall not at any time assign its Agreement with the District or subcontract any portion of the Agreement without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
28. The District reserves the right to terminate the Agreement with the successful Company with 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFQ. Notwithstanding the termination of the Agreement, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the Agreement by the successful Company.
29. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or, the appointment of a receiver or trustee to manage the property of the successful Company.
30. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, the District shall have the right to terminate the

## GENERAL CONDITIONS

Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.

31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
32. The District shall not be responsible for any proposal preparation or any other pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
33. The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
34. Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.
35. The District has adopted a tobacco free policy. No tobacco products may be used in the facilities or on the grounds.
36. The Company will submit invoices directly to the School District of Clayton Business Office, #2 Mark Twain Circle, Clayton, MO 63105, or [invoices@claytonschools.net](mailto:invoices@claytonschools.net). Each invoice must include the District purchase order number, ordering department, date of shipment, quantity, price and item(s) shipped or services performed. Invoices will not become due and payable until all items listed on the invoice are received.
37. Payments will be made in accordance with the District's payment cycle.

**SCOPE OF SERVICES**  
**ARCHITECTURAL SERVICES – CLAYTON HIGH SCHOOL LIBRARY**

**Each firm must attend the mandatory site visit on September 15, 2021. The site visit must be scheduled in advance with Mary Jo Gruber, Chief Financial Officer. Mary Jo can be reached at 314-854-6011, or maryjogruber@claytonschools.net.**

**If the scheduled site visit will be missed, firms must schedule an alternate date with Mary Jo Gruber.**

The District is seeking assistance in developing a design plan for its high school library located at #1 Mark Twain Circle, Clayton, Missouri 63105. The library has not been renovated since 1990, and is approximately 10,000 square feet.

The successful Company will meet with District staff working in the high school and the library to understand the project. The successful Company will evaluate the information provided by District staff, and develop a draft conceptual master plan which includes estimated pricing for the components of the plan. The successful Company will then work with District leadership to finalize a plan based on the assessed needs and costs, while working within the District's budgetary constraints.

The successful Company and District leadership will develop a final plan, which may be presented to the Board by District leadership. The Company will be responsible for providing initial conceptual design drawings.

The District is looking to redesign the library space to meet the changing needs of students. The library should be reimagined to include a variety of spaces, including quiet spaces, collaborative spaces, and areas for presentations. The design should incorporate many different seating options, and give flexibility for the use of the space. The design should optimize the use of natural light and improve the lighting throughout the library. The District is seeking a design which can accommodate changing technological and student learning needs.

Design team will be responsible for following all codes and submitting drawings for approval (if required). This also includes meetings with city officials for permits and approvals (if required).

Drawings Required:

1. Schematic floor plans
2. Colored renderings
3. Selected firm will produce CAD Drawings of the final design and any as-built drawings upon completion of the project

The successful firm will be responsible for:

1. Developing preliminary plans, final designs, construction documents, and specifications.
2. Providing all architectural, civil engineering, mechanical engineering, electrical engineering, technology planning and other building design services in connection with the development of the identified facility improvements.
3. Making available initial conceptual design drawings for Board presentations.

## MISCELLANEOUS

1. Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.
2. Any individual employed by the Company must agree to a security background check if requested by the District.
  - The Company shall be responsible for obtaining and making available for inspection, all security background checks and for all cost associated with the security background checks.
  - The Company agrees that all persons working for or on behalf of the Company whose duties bring them upon the District's premises shall obey the rules and regulations that are established by the District and shall comply with the reasonable directions of the District's administrators
  - The Company shall be responsible for the acts of its employees and agents while on the District's premises. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property located on the District's premises. The Company shall be responsible for all damages to persons or property caused by the Company or any of its agents or employees.
  - The Company shall perform the services contemplated in this Agreement without interfering in any way with the activities of the District's faculty, students, staff or visitors.
  - The Company's employees entering District buildings are expected to display a Company issued photo ID.
  - School properties are considered drug free and smoke free zones. Company's employees violating the zones will not be allowed on District property.
3. The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
4. The Company must warrant, represent, and certify that in connection with this RFQ the following requirements have been met:
  - The proposal presented has been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
  - Unless otherwise required by law, the proposal presented has not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.
  - No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. In the event additional services beyond the scope of the RFQ appear to be required, requests of these services and cost thereof must first be approved by the District and specifically included in the Agreement before the additional services are performed or no payment will be due for such services.
6. Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the services

## MISCELLANEOUS

identified in this RFQ whether or not the services are provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

7. The District will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than, and the price quoted is the same as or less than that of the other Companies.
8. Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.
9. Company shall indemnify, defend and hold harmless the District, its Board of Education, and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including reasonable attorney's fees) arising from the acts or omissions of Company and/or any party claiming by, through or under Company.
10. Company shall maintain at its cost and expense the following insurance coverage and will obtain and deliver to District certificates from its insurers evidencing said insurance coverage and confirming District's status as additional insured, while performing services hereunder, such certificates to be delivered simultaneously with execution of the contract with District:
  - Workmen's compensation as required by law.
  - General liability with limits of not less than \$2,000,000 for injury or death to any one person; \$2,000,000 for injury or deaths of two or more persons in any one occurrence; and property damage with a limit of not less than \$2,000,000 for each accident. District shall be named as additional insured.
  - Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
  - Automobile insurance on any vehicles on District property.
  - Errors and Omissions Insurance Professional Liability. Company must provide errors and omissions insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, with the aggregate applying per project. Such insurance shall cover all services provided by Company hereunder. In the event the Company also provides construction management services, such services shall be included in the coverage. Owner may on a project-by-project basis request the Company to provide a "project policy" with a five-year "extended reporting period" endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the Company's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.
  - Failure to provide or maintain the insurance required shall constitute a breach of contract which allows the District to immediately terminate the contract without notice to the Company, or at District's option, District may procure such insurance and all premiums paid by the District shall be reimbursed to District by deducting such amounts from subsequent payments due Company for services rendered by Company

## Attachment 1 – Proposal Submission Form

If the Company desires to present its proposal, please submit three sealed copies of the proposal marked with the name “**Clayton High School Library Design**” to the attention of: Mary Jo Gruber, Chief Financial Officer, School District of Clayton, #2 Mark Twain Circle, Clayton, MO 63105 no later than 2:00 p.m., CDT, October 1, 2021. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline. Electronic or facsimile offers will not be considered in response to this RFQ, nor will modifications by electronic or facsimile notice be accepted. Qualified finalists must make equipment available for evaluation and inspection upon request. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

The Company must examine all Proposal Documents and personally inspect the job site. Submission of a Proposal shall constitute evidence that such examination and inspection has been made and that the vendor has satisfied himself as to the nature and scope of the work and to all difficulties that attend its’ execution. Later claims for labor, equipment, and/or material required, or for difficulties encountered, even though not specifically indicated on the documents but which could have been foreseen has such examination and inspection been made, will not be allowed. No proposals will be accepted from a Company who failed to inspect the site.

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

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

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

**Attachment 2 – Decline to Submit Form**

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

Thank you for your help and cooperation.

\*\*\*\*\*

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

Clayton High School Library Design

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Street Address:

\_\_\_\_\_  
City, State, Zip:

\_\_\_\_\_  
Phone Number:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

**Attachment 3 – Profile of the Company**

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

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Legal name	Representative’s Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address

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

NAME	TITLE
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

2) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFQ, and that the terms and conditions set forth in the Proposal will remain open for at least 120 days from the deadline for submission of Proposals

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**Company Officer’s Name**

---

**Signature Date**



### **Attachment 3 – Profile of the Company**

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

1. A listing of all Missouri school districts for which the Company has provided or is providing similar services as described in this RFQ.
2. Please provide a brief background of the Company, including the size and structure, offices, areas of expertise, and licenses or certifications held.
3. Identify the staff that would be assigned to this project. For each individual to be involved in this project please provide a curriculum vitae, or brief listing of experience and qualifications for each.
  - a. Include any professional/engineering consultants that will be included in your team.
  - b. Include any other individuals or firms that will be engaged for your team.
4. Describe the process you have in place to ensure customer concerns and questions are followed up on, resolved quickly, permanently, and effectively.
5. Provide at least three references, including contact names, phone numbers, and email addresses for projects similar to what is required in this RFQ, ideally at least one being for a K-12 education institution within the past 5 years. Please include a description of each project. If possible, include at least one reference for a district similar in size and population to the District.
6. List all contracts terminated for default within the last 5 years. Also, provide a list of all public school clients that have discontinued service in the past 5 years, including those due to poor performance or non-performance. Termination for default is defined as notice to stop performance due to Company's nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company's Proposal if the facts discovered indicate that the completion of a contract resulting from this RFQ may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.
7. Give the address of the specific office which will have responsibility for performing the work contemplated by this RFQ.
8. Through brief narrative discussion, show reason why the Company believes it is especially qualified to undertake this project. Discuss any unique qualifications that the Company possesses that would be of benefit to the District in the execution of this project.
9. Please state whether your company is a Missouri based, certified minority, women-owned business, or service-disabled veteran business.

**Attachment 4 – Work Authorization Form**

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

**Attachment 4 – Work Authorization Form**

**EXHIBIT A**  
**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

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

2. I am employed by \_\_\_\_\_ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

# Attachment 5- W-9

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/cisregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Attachment 6-Certification Regarding Israel**

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

That Company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

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

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

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

In Witness Whereof, the foregoing certification is entered into as of \_\_\_\_\_, 20\_\_\_\_.

Company:\_\_\_\_\_

By:\_\_\_\_\_   
Authorized Party