



*Fox C6 School District*

**Fox C-6 School District**

**Request for Proposal**

**Closure of the Seckman Lagoon**

**Fox C-6 School District**

**Administration Office**

**Date: December 3, 2025**

***Pre-Bid Meeting at Seckman Lagoon at 9 AM***

***December 18, 2025***

***Letter of Intent Due: December 23, 2025***

***Questions/Requests for Clarification Due: January 2, 2026***

***Proposal Due: Wednesday January 7, 2026***

### **Fox C-6 School District Request for Proposal (RFP)**

Acknowledgement: Please acknowledge receipt and interest in this Request for Proposal (RFP) by completing the information requested below and faxing it to (636) 282-5170

Acknowledgement due date is **December 12, 2025**

Provider Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address (include City, State, Zip): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Dates: Fox C-6 School District

Contact Information Issued **December 3, 2025**

Mr. Tracy Schmidt, Chief Operating Officer

Dr. Tammy Cardona, Assistant Superintendent

Deadline for Questions **Friday, January 2, 2026**

Phone: (636) 296-8000 x 2362 Fax: (636)

Seckman School Wastewater Treatment Lagoon on Parcel Number 08-1.0-11.0-0-000-037 in the City of Imperial, Jefferson County, Missouri. The parcel lies adjacent to, and 0.28 miles southwest of Seckman Senior High School located at 2800 Seckman Road, Imperial, Missouri 63052. The parcel is owned by the Fox C-6 School District.

#### **Award of Contract On or after Date:**

Board Meeting January 13, 2026. All vendors who respond to the RFP will receive a notification letter by email within one week after the Board meeting.

#### **Terms**

- All proposals must be mailed or hand delivered in a **sealed, clearly marked** envelope with company name and proposal description and marked **SEALED PROPOSAL for Seckman Lagoon Closure Project. Faxes are not acceptable.**

- Complete and return this page as evidence of an intent to bid. Any addendums will be communicated to all participants submitting this document to fax number (636) 282-5170, attention Dr. Tammy Cardona and Mr. Tracy Schmidt
- All proposals must be signed by an authorized representative of the company.
- The District reserves the right to reject all proposals.
- Fox C-6 School District is tax exempt.
- Do not include a copy of this entire RFP document with your response. Only include this page

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and the associated responses.

- Budgets must be clearly subtotaled and totaled, with one “bottom line dollar amount.”
- The District has the right to accept or deny any proposal considered to be incomplete during the assessment of bidders.
- All questions must be sent through email to the assigned contact person.

**Contact: Mr. Tracy Schmidt, [schmidtt@foxc6.org](mailto:schmidtt@foxc6.org)**

**Dr. Tammy Cardona, [cardona@foxc6.org](mailto:cardona@foxc6.org)**

**Deliver Sealed Proposals to:** Fox C-6 School District for Seckman  
Lagoon Closure Project, Fox C-6 School District Administration Office,  
745 Jeffco Boulevard, Arnold, MO 63010

## **I. Instruction**

The Fox C-6 School District desires to contract with a vendor to provide for the closure of the Seckman Wastewater Treatment Lagoon that adheres and is approved by the Missouri Department of Natural Resources. **Questions in reference to proposals shall be directed to Mr. Tracy Schmidt and Dr. Tammy Cardona by email: [schmidtt@foxc6.org](mailto:schmidtt@foxc6.org) and [cardona@foxc6.org](mailto:cardona@foxc6.org).** The last day for questions being Friday, January 2, 2026 at 11:00 AM.

## **II. Background**

The District is a diverse, public school district located in Jefferson County, Missouri. The District covers approximately 75 square miles, serves approximately 10,500 students and employs

approximately 1,200 staff. The district has 18 school facilities, including 11 elementary schools, 4 middle schools, 2 high schools, and 1 specialty campus. The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools.

The District is requesting formal bids for the complete closure of the Seckman Lagoon. Currently the Lagoon cells are located uphill on the right bank of Rock Creek. Access to the Lagoon is across an existing grouted grade control traversing the creek and a steep narrow path with brush.

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### **III. Scope of Service and Performance Requirements**

The purpose of this Request for Proposal is to obtain proposals for the closure of the Seckman Lagoon. This description must specifically address the requirements listed below: **a.** Description of project staffing and administrative process, including adherence to all State of Missouri Prevailing Wage Laws.

**b.** Describe the credentials of the bidder, including similar projects previously completed to close wastewater lagoons, including pictures of those projects and scope of work for each. **c.** Provide a detailed timeline of the project from starting date until completion, including any and all phases

**d.** Describe the process, materials, equipment, and workers to be used in the completion of the project.

**e.** Describe scheduling and communications with District personnel in relation to project information, adherence to planned timeline, and completion of the project by the deadline of March 13, 2026.

**f.** Describe each phase in detail including, but not limited to:

1. Lagoon closure plan that includes the Missouri Department of Natural Resources recommendations and approval, including a construction document reviewed and approved by all regulatory agencies, with each step specifically addressed and a statement of satisfying requirements for all state and federal agencies, up to and including the United States Army Corps of Engineers (USACE), and the Missouri Department of Conservation (MDC). The Lagoon closure plan provided by the Missouri Department of

Natural Resources will be shared with all bidders once a letter of intent is submitted.

2. An approved Stormwater Prevention Plan.
3. The acquisition of all necessary permits for the project from all state and federal agencies, including, but not limited to:
  - a. Flood Plain Development Permit Application
  - b. Stream Buffer Variance
  - c. Land Disturbance Permit
  - d. Stream Buffer Variance
  - e. Site Restoration Permit and Plan

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4. Acknowledgement of the project deadline for Lagoon closure, which is March 13, 2026. 5. This project is time sensitive. The Bidder agrees to a performance penalty clause to be included in the final contract.
6. In relation to the low-water bridge and road access modifications, the Bidder agrees to provide a not to exceed (NTE) price unless a supplemental agreement or change order is agreed to by both parties.
7. Provide a document titled Supplement A that details the entire scope of work and the financial terms for each part and the project as a whole.
8. Bidder shall delineate and protect adjacent streams and wetlands throughout the construction period.
9. Suitable earthen berm material shall be used to fill in the lagoon after removal of water and bring the ponds to final grade. The site shall be graded and permanent vegetation established on disturbed areas where noted on plans.
10. Disturbed areas will be considered stabilized when perennial vegetation, pavement, or structures using permanent materials cover all areas that have been disturbed. Vegetation cover, if used, shall be at least 70 percent plant density over 100 percent of the disturbed area.
11. Bidder shall clean up and restore the project site to an acceptable condition. 12. Bidder will attend a pre-bid meeting scheduled by the District.

#### **IV. Proposal Format**

### **A. Preface**

The Bidder will provide a summary of the proposed product along with the manufacturer of all equipment and materials necessary to complete the project. The Bidder will provide a clear cost per unit and any other costs associated outside of the cost per unit. The Bidder must outline any additional costs for overages that may be nuanced to their organization but which are not specifically outlined within this request for proposal.

### **B. Proposal**

The District is requesting responses from qualified bidders for the closure of the Seckman 5 Wastewater Lagoon.

### **C. References**

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Fox C-6 School District should be provided). Each reference must contain the reference's name, address, telephone number, and point of contact (including email address). Provide a reference for each of the K-12 School Districts previously serviced. At minimum three (3) references are to be provided by the bidder.

### **D. Questionnaire**

Each Bidder's response must include an introductory letter. Please provide responses to the following information in order to provide a summary of qualifications:

- a. How long has your organization been working in relation to closing wastewater lagoons and land movement projects?
- b. How many public school districts and corporations does your organization currently service within the St. Louis Metropolitan region and in the State of Missouri?
- c. Provide a detailed description of the services and any limitation in either hours of operation or location of proposed services that would affect the applicant's ability to provide the services.

d. Provide a detailed description of your ability and approach to delivering the service. e. Provide detailed information on past performance with other entities similar to Fox C-6 School District.

#### **F. Locations for Services**

The location of the project is 0.28 miles southwest of Seckman Senior High School, 2800 Seckman Road, Imperial, MO 63052. The Lagoon is located on Parcel Number 08-1.0-11.0-0.000-037 in the County of Jefferson, in the state of Missouri.

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#### **G. Qualifications**

Qualified bidders are required to employ any necessary staff to meet the conditions of this agreement. Any necessary licenses legally required in the state of Missouri are the responsibility of the successful bidder.

#### **H. Timeline**

The District wishes to start the project upon approval of a contract, with completion by Friday, March 13, 2026.

#### **I. Value Added Service**

Respondents should outline any other value-added service they intend to provide, if any.

#### **V. Competitive Selection / Evaluation**

A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offer or submitting the lowest priced proposal. Award will be made to the qualified bidder that submits the best responsive proposal satisfying the District's requirements, price and other factors considered.

B. As part of a preliminary review the District will evaluate each vendor's proposal in the areas of the proposed plan, experience/service capabilities, and best value on the following

predetermined criteria to determine the finalist(s) who may be requested to provide further oral presentations or demonstrations of their product to an appointed panel.

## **VI. Key Dates**

### **Activity Date**

Solicitation is publicly advertised December 2, 2025.

Mandatory Pre-Bid Meeting December 18; Written questions due January 2, 2026; Responses to questions January 5, 2026; Proposal submission deadline at 2:00 PM January 7, 2026. Analysis of Proposals January 8, 2026.

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Anticipated approval by the District Board of Education January 13, 2026.

## **VII. Policy and Instructions**

Procurement of goods and services shall be made by the method that provides the best value for the District. This competitive solicitation **Request for Proposals (RFP)** advertised under Fox C-6 School District policies:

**DJF** Purchasing, **DJFA** Federal Programs and Projects, **BBFA** Board Member Conflict of Interest and Financial Disclosure, and **GBCA** Staff Conflict of Interest.

Individuals or entities considering whether to submit a bid or proposal are encouraged to review the entirety of these policies before submitting a bid or proposal. All policies can be accessed on the District's web site <http://www.foxc6.org> in Board Docs and then Policies. Selected portions are restated here for emphasis.

**Purchasing** The District will select the lowest or best bid. The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

**Debarred or Suspended Providers** The District will not do business with providers who have been suspended or debarred on a state or federal level unless the superintendent authorizes the



transaction and provides the Board with written justification. District employees are directed to verify that selected providers are in good standing before making a purchasing decision.

**Confidentiality** Sealed bids and related documents will be kept confidential until bids are opened. District staff will not disclose offers, bids or price quotations to competitors except as necessary to conduct negotiations beneficial to the district or as required by law. All contract negotiations and related documents are considered closed until a contract is executed or all proposals are rejected.

Bid openings and the receipt of proposals will be held at the offices of:

**Fox C-6 School District Seckman Lagoon Closing Project**

**Central Office 745 Jeffco Blvd Arnold, MO 63010**

Bids and proposals are due no later than 2:00 PM on Wednesday January 7, 2026. The public and all bidders shall be invited to attend the bid opening. Any bid may be withdrawn

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prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

## **VII. Policy and Instructions (continued)**

### **Instructions**

1. Read the entire contents of the solicitation and respond with a complete and accurate bid or proposal (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the RFP must be included.

2. Bidders may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the time and date specified on the cover page (January 2, 2026). Submit inquiries via email ([schmidt@foxc6.org](mailto:schmidt@foxc6.org) and [cardona@foxc6.org](mailto:cardona@foxc6.org)) to the contact person listed on the cover page. In the subject line of the email, type: “**Questions, Seckman Lagoon Closure Project**”.

3. **Submit ORIGINAL plus three (3) COPIES** in a sealed, plainly marked envelope.

4. Bid Proposals must be fixed and firm to the extent required.

5. The bidder must provide a description of the bidder that will provide the requested work to

close the Seckman Lagoon, including the Contractor's experience specific to the services requested in this RFP, along with the relevant experience of the staff/principal(s) who would be assigned to this project.

6. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Any available discounts should be clearly outlined and how discounts can be obtained.

7. Employees of a selected bidder may be required to submit to a background check.

8. PREPARATION/SUBMISSION OF BIDS:

- a. Each bid must be submitted on this form in a sealed envelope with the bid number, closing date, and time on the outside.
- b. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initiated in ink by the person signing the bid.
- c. Corrections and/or modifications received after the closing time specified will not be accepted.

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- d. Time of delivery may be a consideration in the award.
- e. Prices will be considered as net if no cash discount is shown.
- f. All bids shall be signed by an authorized officer or employee of the bidder.
- g. Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids, telegraphic or telephone, will be accepted.

9. BRAND NAMES:

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- c. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

TAXES:

The District is tax exempt.

#### LIABILITIES:

The vendor shall hold the District; its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense any and all actions brought against the District or himself because of the unauthorized use of such articles.

#### DEFAULT BY BIDDER:

In case of default by the bidder, the District may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the District. Prices paid by the District shall be considered the prevailing market price at the time such lease is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District.

#### AWARDS:

The District reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3)

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to waive any informality in the bids; and (4) to accept the qualified bid that is in the best interest of the District. The Business Office's decision shall be final. In determining and evaluating the best quotation, the prices will not necessarily be the controlling factor, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the equipment in general use will also be considered with any other relevant factors.

#### RIGHT TO AUDIT:

The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the lease agreement.

### **VIII. Termination of Contract**

The District may, by written notice to the successful bidder, terminate the contract if the bidder has been found to have failed to perform its service in a manner satisfactory to the District as per specifications; including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

The District may cancel the Contract upon thirty (30) days written notice for reasons other than cause. This may include the bidder's inability to continue with the contract due to the elimination

or reduction of funding.

## **IX. Claims and Disputes**

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between District and Contractor arising out of or relating to the Contract documents. The responsibility to substantiate a Claim shall rest with the party making the Claim. Claims by the Contractor shall be made in writing to the District within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the District within fifteen (15) calendar days after the occurrence of the event, unless the District grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the contractor's proposal.

The Contractor shall proceed diligently with its performance to the Contract Documents. As 11 directed by the District, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the District in writing. District shall continue to make payments in accordance with the Contract Documents during any pending Claim. It is expressly understood that any agreement which may result from this RFP will not grant the seller an exclusive privilege to furnish to the District any or all of the type of products and services which are the subject of said agreement which the District may require. The District expressly reserves the right to contract with others for the purchase of products and services comparable or identical to the products and services that are the subject of this RFP.

## **Required Forms**

Proposer shall execute the following required forms (located at the end of this solicitation, and return the **signed original** with the proposal:

- Offer Certification
- Notification of Criminal History of Contractor

- Debarment, Suspension and Ineligibility Certification (Sam.gov)
- W-9
- E-Verify
- Bid Worksheet

### **Bid Certification**

Bidder certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.

### **Notification of Criminal History of Contractor**

A person or business entity that enters into a contract with a school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony.

### **Debarment, Suspension and Ineligibility Certification**

Contractors and all sub-recipients must certify that their organization and its principal owners are not suspended or debarred by a federal agency through the [sam.gov](https://sam.gov) system.

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### **W-9**

Form W-9 is the IRS form used by the District to request your taxpayer identification number. You may obtain a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

### **E-Verify**

E-Verify compares information from an employee's Employment Eligibility Verification Form I-9 to data from U.S. government records. If the information matches, that employee is eligible to work in the United States. If there is a mismatch, E-Verify alerts the employer and the employee is allowed to work while he or she resolves the problem; they must contact the appropriate

agency to resolve the mismatch within eight (8) federal government work days from the referral date. The program is operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration.

## **BID CERTIFICATION**

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, member of the board of education, agent or employee of the District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated

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any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNED BY TITLE \_\_\_\_\_

PRINTED NAME DATE \_\_\_\_\_

### **FELONY CONVICTION NOTIFICATION**

**The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.**

**The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement".**

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a 14

separate attachment to this offer, and

- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and the vendor agrees to share this information with the District upon request.

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor E-mail Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

(Printed)

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

**DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION** To provide a complete proposal a Contractor must certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

**I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency. VENDOR'S**

NAME: \_\_\_\_\_ Authorized

Officer or Agent: \_\_\_\_\_ Printed name

of company official signing above: \_\_\_\_\_ Date Signed:

#### **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

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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)

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

(printed)

For and on behalf of: \_\_\_\_\_

(printed company name)

