



Special School District
Of St. Louis County

SSD 104-19

REQUEST FOR PROPOSAL
SUPERINTENDENT SEARCH FIRM

Request for Proposal and Guidelines for Submittal
ISSUED: **OCTOBER 26, 2018**

PROPOSALS DUE ON OR BEFORE:

NOVEMBER 12, 2018 @ 11:00 AM
SPECIAL SCHOOL DISTRICT
PURCHASING & MATERIALS DEPARTMENT
12110 CLAYTON ROAD
ST. LOUIS, MO 63131-2516



Mission: In collaboration with partner districts, we provide technical education and a wide variety of individualized educational and support services designed for each student's successful contribution to our community. Vision: Partners for every student's success.
Values: student success • collaboration • integrity • stewardship • continuous improvement • equity

REQUEST FOR PROPOSAL

SSD 104-19

SUBJECT: SSD 104-19	DATE ISSUED: OCTOBER 26, 2018
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1. Request for Proposals for furnishing the equipment and/or services described in Exhibit “B” Scope of Services will be received by the Special School District, PURCHASING DEPARTMENT, until the date, and time specified below.

2. Due Date: November 12, 2018 Time: 11:00 am

3. Submittal Location: Purchasing Department, 12110 Clayton Road, St. Louis, Missouri 63131-2516

4. District Contact Person: Dan Van Duyne 314-989-7107 dvanduyne@ssdmo.org
314-989-7114 (fax)

5. All proposals are subject to the following: (checked)

- (X) EXHIBIT A Scope of Services
- (X) EXHIBIT B Conditions
- (X) EXHIBIT C District Rights
- (X) EXHIBIT D Attachment 1: Proposer Signature Section
- (X) EXHIBIT E Attachment 2: Conflict of Interest
- (X) EXHIBIT F Attachment 3: References
- (X) EXHIBIT G Attachment 4: Terminated Contracts
- (X) EXHIBIT H Attachment 5: MBE/WBE/DBE/SDVE Enterprise
- (X) EXHIBIT I Attachment 6: Federal Work Authorization (E-Verify)

6. To offer a proposal please complete and return all required sheets of this proposal on or before the opening date and time. Late proposals will not be considered and will be returned unopened.

In compliance with the above, the undersigned offers and agrees, to furnish and deliver to the designated point(s) within the time specified and or all of the items upon which a price is quoted at the price set opposite each item and will allow the following prompt payment discounts:

Name and Address of Proposer:		
Telephone Number	Fax Number	E-mail Address
Signature of Authorized Person:		
Prompt Payment Terms (if any)	Date of Proposal:	

INVITATION

SSD 104-19

Special School District of St. Louis County (the "District") is beginning its search for a qualified candidate for Superintendent of Schools, with the goal of the candidate to begin work on or before July 1, 2019. To aid in this search, the District hereby issues this Request for Proposal ("RFP") #SSD 104-19 to contract for a Superintendent Search Firm.

The written proposal form shall contain the following information:

- Acceptance of proposal provisions, if not accepted in its entirety, should be noted or an explanation should be noted or inserted as Exhibits 1 and 2.
- All Attachments must be returned as part of the acceptance.

Each Proposer shall include five (5) copies. Proposers must submit complete proposals covering all requirements identified in this RFP package to be considered. All proposals must be submitted in a sealed package(s) with the following information clearly marked on the front of the package:

November 12, 2018 @ 11:00 am
Purchasing Department
12110 Clayton Road
St. Louis, MO 63131-2516
RE: SSD 104-19 SUPERINTENDENT SEARCH FIRM

A public bid opening will be held at the above listed date and time; late proposals will not be accepted. If the District is unexpectedly closed on the scheduled bid opening date due to unforeseen circumstances, the bid opening will automatically occur on the next regular working day at 11 a.m. All proposals will be reviewed by District personnel. All Contract awards will require the approval of the Board of Education of the District.

Unauthorized contact by the Proposer with other District employees regarding the RFP may result in disqualification.

FOR ADDITIONAL INFORMATION CONTACT:

Dan Van Duyne
(314) 989-7107
dvanduyne@ssdmo.org

GENERAL INSTRUCTIONS

SSD 104-19

- Prospective Proposers are urged to read all sections very carefully. All questions must be submitted in writing via mail, express mail, e-mail, fax, etc., to the attention of the Purchasing Agent listed above by the close of business **November 2, 2018**. Questions submitted after the deadline will not be answered. Unauthorized contact by the Proposer with other District employees regarding the RFP may result in disqualification.
- Firms are expected to utilize this representative for ALL information regarding the RFP.
- Oral communications cannot be relied upon and shall not be the basis for responding to any part of this RFP. All properly submitted substantive questions will be responded to, in writing, in the form of an addendum to the solicitation.
- Failure to submit questions or otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Proposer.
- Misinterpretation of the specifications by the Proposer shall not relieve the Proposer of responsibility to perform.

Please include the following in your proposal:

- 1) Describe overall makeup of the company.
- 2) Please provide prime contractor and contact person for issues (Attachment #1)
- 3) Potential conflict of interest statement (Attachment #2)
- 4) List five (5) references, include a minimum of three (3) school districts, including contact person(s) and phone number(s). (Attachment #3)
- 5) Provide contact person(s) and phone number(s) for three (3) terminated contracts within the last five (5) years. (Attachment #4)
- 6) List any Minority/Women/Disadvantage/Service-Disabled Business Enterprise contacted for use as a subcontractor(s). (Attachment #6)
- 7) Provide proof that the Proposer has at least five (5) years of successful experience.
- 8) Knowledge and experience in providing the required services.
- 9) Outline understanding of this project's requirements, and provide project approach in relation to perceived District needs.

Cost Proposal must contain the following:

- a) Provide specific fee structure: estimated hours, travel expenses, publishing/advertising rates, postage, etc.
- b) Rates and prices must be for a firm fixed rate and not subject to change throughout the contract once negotiated, without proper documentation of the increase.
- c) Include a maximum price that will not be exceeded to complete the described work.
- d) Each proposal shall be submitted on the most favorable terms, from a cost standpoint, which the Proposer can submit to the District. Proposers may submit an alternate proposal.
- e) The Proposer shall provide the terms and conditions of the firm's request for payment.

SUMMARY OF KEY DATES

October 26, 2018	RFP sent to vendors
November 2, 2018	Questions submitted by vendors by close of business
November 12, 2018	Proposals Due by 11:00 a.m. at SSD Central Office
November 27, 2018	Interviews
TBA	Final selection

BACKGROUND INFORMATION**SSD 104-19**

Special School District of St. Louis County (SSD) is a local public school district established in 1957 to support the educational needs of children with disabilities. Today, SSD educates approximately 23,000 students with disabilities at sites throughout St. Louis County, including 265 public schools operated by the other 22 public school districts in St. Louis County. This includes students in St. Louis County who attend private, parochial and independent schools, those who are home-schooled and those who are homebound for medical or other issues.

SSD also provides Career Technical Education (CTE) to about 1,800 area high school students at the district's two technical high schools – North Technical High School and South Technical High School. In addition, a tuition-based adult education program – Licensed Practical Nursing – is offered through the District's Applied Technology Services Program.

SSD's unique status as a public school district ensures that all local students receive equal access to quality special education and career technical education regardless of their socioeconomic background.

The vast majority of students who receive special education services – about 97 percent – receive services from SSD staff in their home school in the district in which they live. About 750 students with more significant disabilities are educated in one of the five special education schools operated by SSD.

- Ackerman School
- Litzsinger School
- Neuwoehner High School
- Northview High School
- Southview School

SSD also provides Early Childhood Special Education in the majority of its partner districts in St. Louis County. The SSD Parent Education and Diversity Awareness program maintains the Family and Community Resource Center and plans parent workshop programs throughout the year.

For the 2017-2018 school year, SSD employed 2,712 teacher-level staff, 1,849 paraprofessionals and 775 staff members in a variety of support roles. Among SSD's professional staff, 75 percent hold advanced degrees.

SSD's total operating revenue for the 2016-2017 school year was \$433 million, with expenditures of about \$416 million.

BACKGROUND INFORMATION continued

SSD 104-19

SSD Mission Statement

In collaboration with partner districts, we provide technical education and a wide variety of individualized educational and support services designed for each student's successful contribution to our community.

SSD Vision Statement

Partners for each student's success

SSD Core Values

- **Student Success**
We actualize student potential and facilitate student success.
- **Collaboration**
We work with parents, students, partner districts and the community to benefit students.
- **Integrity**
We do the right thing at all times.
- **Stewardship**
We protect entrusted resources to advance student success.
- **Continuous Improvement**
We use a systematic approach to achieve excellence.
- **Equity**
We ensure each student gets what he or she needs to meet educational needs.
- **Accountability**
We assume responsibility for personal and organizational actions.

www.ssdmo.org

PAYMENT TERMS

SSD 104-19

Payment under the Contract will be in accordance with the terms of the Contract after receipt and inspection of an invoice from the successful Proposer by the District Accounting Department. Days used to compute monthly prompt payment discounts will be the number of business days, excluding Saturdays and Sundays. All invoices must be sent to the Accounting Department--Accounts Payable, P.O. Box 31429, St. Louis, Missouri 63131-0429.

A. SCOPE OF SERVICES

SSD 104-19

The Board of Education will work with the selected firm or individual to develop a superintendent search process and a timeline for the search activities. The minimal requirement will include:

- Recommending revisions deemed necessary to the position description and qualifications
- Advising the Board in any matters consistent with the search process
- Identifying and assessing candidates including selection of finalists
- Completing the process of a Superintendent of Schools search that is satisfactory to the Board of Education

Seeking Involvement from Stakeholders

- Conducting interviews with and solicit input from Board members and school administrators.
- Learn the culture of the District's educational facilities and gather contributory input from staff.
- Facilitate an open forum with community leaders such as PAC, PTA and the general public to develop the qualifications and criteria to be used to judge superintendent candidates.

Advisory services to the Board of Education

- Develop a search plan and timeline in consultation with the Board
- Assist with the evaluation and interviewing of potential candidates, including assisting the Board in developing a set of interview questions based on stakeholder input of District needs.
- Develop written guidelines and protocol to ensure fair and comprehensive interviews.
- Ensure there is compliance with applicable legal requirements

Identification and assessment of candidates

- Develop and distribute recruitment materials that will encourage qualified candidates to apply for the superintendent of schools position
- Recommend media or web-based advertising outlets to reach appropriate candidates
- Conduct personal outreach recruiting to ensure the applicant pool includes highly qualified candidates with diverse backgrounds and experiences
- Collect all relevant background information on potential candidates so the strengths and weaknesses of each applicant can be assessed
- Support the position in setting the criteria to limit the search to individuals with an educational background
- Assist the Board with pre-screening candidates based on clearly delineated criteria
- Assist the Board (or advisory committee) in evaluating the applicants against the qualifications and criteria developed, to create a group of candidates to interview

Assisting with Logistics of Finalist Interviews

The search firm or individual shall facilitate visits, if deemed necessary by the Board, to the communities of the finalists.

Ensuring a satisfactory conclusion to the search

Assist the Board in contract negotiations with the candidate selected

Understanding that discretion is of utmost importance to our District, as well as to many candidates, the search firm must maintain the confidentiality of all information collected as appropriate. In addition, all work products produced as part of a contract with Special School District will remain property of the District.

A. SCOPE OF SERVICES continued

SSD 104-19

In order for the Board to fairly judge the merits of each proposal, responses to this RFP shall include the following information:

1. Firm Background

- a) Name of Firm
- b) Firm ownership
- c) State of incorporation and location of principal and branch offices
- d) Length of time in business
- e) Number of employees
- f) Contact person including phone number fax, and e-mail address
- g) Short overview of firm's history

2. Experience Profile and References

- a) Include a listing of five (5) clients, including a minimum of three (3) school districts. Please list contacts and phone numbers.
- b) Include a listing of other clients as appropriate
- c) Prior experience with the Special School District, if applicable.

3. Personnel Profile

- a) Identify key team members that would be assigned and their qualifications
- b) Identify proposed consultants for this project. Include resumes and related experience for each member of these firms that may be assigned.

4. Firm's Approach

Provide a brief narrative of your approach to the following:

- a) Project approach relative to this District
- b) Provide a short summary demonstrating your understanding of the services required by the District, and why your firm is best qualified to provide such service.
- c) Cost estimate history (show recent examples of estimate vs actual if available)
- d) Scheduling; estimate a reasonable timeline
- e) Proposed contract form

5. Client Satisfaction/References

- a) Provide five (5) letters of reference; to include a minimum of three (3) school districts.
- b) Has your firm ever been terminated or replaced by another firm during a related search? If so explain in detail and provide results of any litigation/claims on the project.
- c) Provide information regarding your philosophy and policies regarding client satisfaction in the event of an unsuccessful search

6. Additional Information

Should you feel additional information would help the District properly evaluate your proposal, or if you have recommended modifications in the procedures specified herein, please feel free to address such matters under this heading.

B. CONDITIONS

SSD 104-19

1) **GENERAL**

- a) The following general information is provided and shall be carefully followed by all Proposers to insure that the proposals are properly prepared.
- b) Each Proposer must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.
- c) The District reserves the right to conduct discussions with qualified Proposers in any manner necessary to serve the best interest of the District.
- d) **UNDUE INFLUENCE** The Proposer shall not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, Board of Education member, Governing Council member or Parent Advisory Council member of the District for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the bidding process.
- e) **COMPETITION** No Proposer shall engage in any activity or practice, by itself or with other companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Proposer's proposal.
- f) **DISCLOSED DATA** All materials submitted become the property of the Special School District of St. Louis County, Missouri. SSD understands that proposals may contain data that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. However, any and all information submitted to a Missouri public school district is subject to the Missouri Sunshine Law and subject to disclosure upon request. SSD will attempt to provide you notice of any Missouri Sunshine Law requests seeking disclosure of the information you submitted prior to disclosure. However, given that SSD is obligated to make open records available to the public within three (3) business days, you herein agree and acknowledge that SSD bears no responsibility not to disclose such documents upon request. Finally, SSD retains no responsibility on behalf of you or your organization not to disclose the information. Rather, should you choose to do so, it is your sole responsibility to work to enjoin the disclosure of the records you submit without the involvement of SSD, its board, administration, agents, assigns, stakeholders, students, student's families', and/or employees.
- g) **ELECTRONIC OFFERS** Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
- h) **WITHDRAWAL** Proposals may be modified or withdrawn by written notice or in person by a Proposer or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the Deadline.
- i) **EQUAL EMPLOYMENT OPPORTUNITY** The District is an equal opportunity employer and does not discriminate on the basis of race, color, sex, age, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status.
- j) **PURCHASING PREFERENCE** When contracting for any job or service, the District will give first consideration to Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises (WBE), Disability-Owned Business Enterprises (DBE), and service-disabled veteran businesses (SDVE) that are Missouri businesses or businesses that maintain Missouri offices or places of business. See § 34.074, RSMo.

B. CONDITIONS continued

SSD 104-19

- k) **BARRED LIST.** By submitting a proposal, the Proposer certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri and it is not an agent of a person or entity that is currently barred or otherwise prohibited from submitting proposals for contracts by any political subdivision or agency of the State of Missouri.
 - l) **CONFLICT.** In the event of a conflict between the proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP and provide written notice of it to the Proposer. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the Contract, the RFP and the proposal. The Proposer agrees to abide by the decisions of the District.
- 2) **TERMINATION**
- a) **TERMINATION FOR CAUSE** The District, in its discretion, may terminate the Contract in whole or in part at any time, whenever it is determined that the successful Proposer has failed to comply with or breached one or more of the terms and conditions of the Contract or specifications incorporated therein and the successful Proposer has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Contract, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Contract for materials and services, which have been accepted by the District.
 - b) **TERMINATION FOR CONVENIENCE** The District may terminate the Contract without cause by notifying the successful Proposer in writing 30 days prior to the effective date of termination. The successful Proposer shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
 - c) **TERMINATION FOR NON-APPROPRIATION** In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Contract, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Contract by providing written notice to the successful Proposer and the District will thereby be relieved from all further obligations under the Contract.
- 3) **CONFLICT OF INTEREST** The successful Proposer must agree that under no circumstances shall a member, officer or employee of the District, the Board of Education, or the Governing Council during his/her tenure and for one year thereafter be permitted to participate in the Contract, or any part thereof, or to derive any benefits therefrom.
- 4) **INSPECTION OF RECORDS** During the term of the Contract and for a period of 36 months after the termination of the Contract, the successful Proposer shall make available for the inspection, examination and audit by the District or its agents, the records of all costs of and disbursements for providing services pursuant to the Contract, and all books, accounts, memoranda and any and all other documents of the successful Proposer or any affiliated organization, indicating and substantiating the cost of any and all expenditures related to the performance of the Contract, to assure compliance with this requirement. The successful Proposer shall grant the District access to such records upon 72 hours written notice from the District.
- 5) **INDEPENDENT CONTRACTOR** It is understood that the successful Proposer is an independent contractor supplying services to the District. Neither the successful Proposer nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever.
- a) The successful Proposer shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the successful Proposer's compensation. The District shall not be construed to be the successful Proposer's employer, nor be held liable for any obligation as an employer.

B. CONDITIONS continued

SSD 104-19

- b) The successful Proposer will be required to assume full responsibility for the faithful execution of all the services outlined in their proposal. Special School District of St. Louis County will consider the successful Proposer to be the prime contractor and the sole point of contact with regard to contractual matters, including payment of any and all charges relating to this contract.
- 6) **ASSIGNMENT** The Proposer's obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.
- 7) **TAX EXEMPTION** The District is exempt from the payment of City, State and Federal Taxes. Such taxes must not be included in the Proposal price.
- 8) **VENDOR SELECTION**
 - a) Supplier Selection shall be determined by an evaluation of the total content of the proposal submitted including satisfying the objectives and requirements detailed in the specifications.
 - b) The District reserves the right to require Proposers to demonstrate any hardware or software in their proposal.
 - c) The District shall not be obligated to explain the results of the evaluation process to any proposer.
 - d) After considering both the technical and financial factors set forth in this RFP, a review committee will make recommendations for the award of the contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District, and which response will provide the highest quality of service at fair and competitive prices.
 - e) The District reserves the right by splitting this service among multiple bidders, or by consolidation of a group of services when such action is most advantageous to the District; unless specified by bidder as "All or Nothing".

C. DISTRICT RIGHTS

SSD 104-19

- 1) **REJECTION OF PROPOSALS**
 - a) The District reserves the right, at its sole discretion, to reject all proposals that it receives because of this RFP. The District also reserves the right to waive informalities and minor irregularities in those proposals received, and retains the right to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the District. The District will, at its discretion, award the contract to responsible vendor(s) submitting the best proposal that complies with the RFP.
- 1) **LIABILITY AND RESERVED RIGHTS**
 - a) The District is not liable for any costs incurred by the vendor prior to the issuance of any agreements, contracts or purchase orders, and will not pay for information solicited or obtained in response to the RFP. The information obtained will be utilized solely to determine the suitability of the products or services offered. Subsequent procurement, if any, will be in accordance with appropriate rules and regulations.
 - b) This RFP does not commit the District to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services. The District reserves the right to amend this RFP by an addendum issued up to five (5) business days prior to the date set for receipt of proposals. Addenda or amendments will be mailed or faxed to all vendors who have procured copies of the RFP. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.
- 2) **AWARD TIME** The District contemplates awarding the Contract within 90 calendar days from the Deadline for Proposals. Should the award of the Contract be delayed in whole or in part beyond the period 90 calendar days, such award shall be conditioned upon the Proposer's acceptance.
- 3) **CONTRACT AWARD** The Contract will be awarded to that Proposer whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Proposer, cost and other factors. The award will be subject to approval by the Board of Education.

C. DISTRICT RIGHTS continued

SSD 104-19

- 4) **INTERVIEWS** After reviewing all submitted proposals, the District may conduct interviews with any, all or none of the Proposers. Those Proposers who are interviewed will then have the opportunity to submit best and final proposals to the District. The District may, at any time, and in its sole discretion, interview any of the Proposers.
- 5) **NEGOTIATION** The District reserves the right to negotiate Contract terms with any, all or none of the Proposers. After reviewing all submitted proposals, interviewing Proposers and receiving best and final proposals from selected Proposers, the District shall begin negotiation of the final Contract terms with the Proposer whose proposal is deemed most advantageous by the District. If negotiation does not result in mutual agreement of terms, the District may commence negotiations with a second Proposer, and so on.
 - a) The District reserves the right to recommence negotiations with any Proposer, regardless of whether negotiations have ceased or the District has commenced negotiations with a second Proposer.
 - b) The District reserves the right to enter into arrangements to acquire the same or competing services from other sources.
 - c) The District reserves the right to negotiate final Contract terms with any Proposer, regardless of whether such Proposer was interviewed or submitted a best and final proposal.
 - d) The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
 - e) The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties
 - f) Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of the District.
 - g) Initial proposals may not be withdrawn for 90 calendar days from the Deadline for Proposals except with the express written consent of the District. If a proposal is accepted as submitted, the negotiated final Contract shall consist of the Contract, this RFP, plus any addenda thereto, and the Proposer's proposal.
 - h) In the event the Contract initially awarded by the District is terminated for any reason within 120 days of the Deadline for Proposals, the District reserves the right to negotiate and accept any other submitted proposal.
- 6) **ALTERNATE OFFER** The District reserves the right to accept other than the lowest cost proposal if an alternate proposal is considered to be more advantageous to the District based on factors other than cost, at the sole discretion of the District.
- 7) **REJECTION/WAIVER** The District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
- 8) **SPECIFIC LIMITATIONS** The District may accept one part, aspect or phase, or any combination thereof, of any proposal unless the Proposer specifically qualifies its offer by stating that the proposal must be taken as a whole.
- 9) **REMOVAL FROM MAILING LISTS** The District reserves the right, in its sole discretion, to remove from mailing lists for future RFP's for an indeterminate period, the name of any Proposer for any reason.
- 10) **CHANGES/REDUCTION IN SCOPE OF WORK** During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the District. In the event the District decides to make a minor reduction in the scope of work of the Contract due to a change of conditions, the District shall notify the successful proposer of such decision in writing at least 30 days in advance and the Contract amount shall be equitably adjusted.
- 11) **PRE-CONTRACT EXPENSES** The District shall not be responsible for any pre-Contract expenses of any Proposer, including the successful Proposer, incurred prior to the commencement of the Contract.
- 12) **REVIEW SERVICES** The District reserves the right to periodically review and inspect the services performed by the successful Proposer.

**D. ATTACHMENT #2
PROPOSER SIGNATURE SECTION**

SSD 104-19

- 1) Designate one individual as the Proposer's representative to the District during the Contract period. The representative will be contacted to solve any and all problems that may arise concerning the Contract or proposal. The undersigned Proposer hereby agrees to be bound by the terms of the RFP 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 Proposer to provide the services required by SSD for the specified Contract period. By signing this proposal, the Proposer certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Proposer and SSD or any of its employees, Board of Education members or Governing Council members.

Legal name (Prime Contractor)

Representative's Name

Title

Address

Telephone Number

City, State & Zip

Fax Number

Size of firm, extent of market, business strength, business stability

Years in Operation

Years under current structure and/or under

Previous structure

The undersigned Proposer hereby agrees to be bound by the terms of the RFP and that the enclosed proposal is submitted in accordance therewith.

Company Name

Authorized Signature/Title

Address

Telephone Number

City, State & Zip

Fax Number

D. ATTACHMENT #2
PROPOSER SIGNATURE SECTION continued

SSD 104-19

1. Name of Proposer's Officers:

2. Number of Employees:

FULL TIME _____
PART TIME _____
TOTAL _____

3. The undersigned hereby acknowledges the receipt of the following addenda:

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

**E. ATTACHMENT #3
NO CONFLICT OF INTEREST**

SSD 104-19

Special School District of St. Louis County

Once completed and returned this proposal becomes the primary basis for evaluation and selection of the Proposer to provide the services required by the District for the specified Contract period.

By signing this proposal the Proposer certifies that there are no "PARTIES OF INTEREST" or "CONFLICT OF INTEREST", as defined by state and/or federal regulations, existing between the Proposer and the District or any of its employees, Board of Education members or Governing Council members.

NAME OF PROPOSER: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

I certify that the above information is true, correct and complete.

Date of Proposal Submittal

Signature of Proposer's Representative Title

Signature of Proposer's Representative Title

**F. ATTACHMENT #4
REFERENCES**

SSD 104-19

Each Proposer must submit five (5) references, including a minimum of three (3) school districts. Each reference must have used the service(s) similar to those requested in this RFP within the past five (5) years. No reference may be an affiliate of the Proposer or the Proposer's officers, directors, shareholders or partners.

1) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

2) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

3) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

F. ATTACHMENT #4
REFERENCES continued

SSD 104-19

4) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

5) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

**G. ATTACHMENT #5
TERMINATED CONTRACTS**

SSD 104-19

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Proposer's nonperformance or poor performance. Submit full details of all terminations for default experienced. Special School District of St. Louis County will evaluate the facts and may at its sole discretion reject the Proposer's proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Proposer. If the Proposer has experienced no such terminations for default in the past five (5) years, so indicate.

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____ Contract Value: _____

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____ Contract Value: _____

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____ Contract Value: _____

H. ATTACHMENT #6

SSD 104-19

MINORITY/WOMEN/DISADVANTAGE/SERVICE-DISABLED BUSINESS ENTERPRISE

**MINORITY/WOMEN/DISADVANTAGE/SERVICE-DISABLED VETERAN
BUSINESS PROGRAM**

The purpose of the Special School District of St. Louis County's Minority, Women, Disadvantage, Service-Disabled Veteran Business Enterprise (MBE/WBE/DBE/SDVE) Program is to promote greater and more consistent participation in District programs. The District is committed to the principles of the program for the following purposes:

1. To achieve equal opportunity for MBE/WBE/DBE/SDVE companies to perform projects on behalf of the District.
2. To ensure that the District does not deny equal opportunity of participation to firms conducting business with the District because of race or gender.
3. To outline steps to be taken by the Superintendent through designated employees of the District to promote throughout the District the fulfillment of the district's MBE/WBE/DBE/SDVE policies.

Definitions

For purposes of this administrative program, the following shall apply:

Minority and Women Business Enterprise – A business enterprise which is, at minimum, 51 percent owned by one (1) or more minority or women individuals, or in the case of a corporation, at minimum, 51 percent of the stock is owned by one (1) or more minority or women individuals. Daily business operations are independently controlled by one (1) or more minority or women owners.

Disadvantage and Service-Disabled Veteran Enterprise – A business enterprise which is, at minimum, 51 percent owned by one (1) or more socially and economically disadvantaged persons, or service-disabled veterans, or in the case of a corporation, at minimum, 51 percent of the stock is owned by one (1) or more disadvantaged or service-disabled veterans. Daily management and business operations are independently controlled by one (1) or more of the individuals.

Construction Project – Any construction or renovation program with a value of \$100,000 or more awarded by the district, and whose cost is to be paid from funds belonging to or administered by the district, regardless of source.

Non-Compliance – Any company that fails to comply with this administration policy and/or this program's operating procedures; or any company that fails to comply with the MBE/WBE/DBE/SDVE terms of the contract, or any company that fails to use the MBE/WBE/DBE/SDVE as stated in the bid, shall constitute Non-Compliance.

Non-Responsive – Any company that fails to properly complete the MBE/WBE/DBE/SDVE Subcontractor Utilization Form or the Subcontractor Solicitation Form (as applicable) provided in the bid package shall be considered Non-Responsive.

H. ATTACHMENT #6
MBE/WBE/DBE/SDVE continued

SSD 104-19

Implementation of Program

This program shall be implemented by the Superintendent or designee. The District will be responsible for monitoring the program and will ensure that the District's annual goals are consistently achieved. A reporting system will be developed and maintained to provide for the continuous monitoring and evaluation of all contracts let by the District to assure compliance.

Recommended Goal and Procedures

The District is committed to involving MBE/WBE/DBE/SDVE firms in all District projects. As such, the District has established a MBE/WBE/DBE/SDVE combined goal of 15%. This goal will become part of the specifications of the RFP package. All MBE/WBE/DBE/SDVE firms whose efforts will go towards satisfying the 15% goal must be certified by one or more of the following agencies on or before the date of the bid opening:

- Missouri Regional Certification Committee
- City of St. Louis (St. Louis Development Corporation/Airport Authority)
- Missouri State Certification
- Women's Business Enterprise National Council

A response to the RFP that has achieved the participation goals and provided said information on the Subcontractor Utilization Form will be in compliance with this specification.

In the event a respondent to an RFP cannot achieve the goals for MBE/WBE/DBE/SDVE participation, they must then provide documentation and be able to demonstrate that positive efforts were initiated prior to submittal of a response on the Subcontractor Solicitation Form.

NOTE: Failure to provide evidence of the required positive efforts will result in the rejection of the proposal as non-responsive or non-compliant.

Non-Compliance and Non-Responsive

The District will consider a company non-compliant if that company fails to comply with this administrative procedure or if the company fails to comply with MBE/WBE/DBE/SDVE terms of a contract, or if the company fails to use the MBE/WBE/DBE/SDVE as stated in the bid.

H. ATTACHMENT #6
MBE/WBE/DBE/SDVE continued

SSD 104-19

**SPECIAL SCHOOL DISTRICT
SUBCONTRACTOR UTILIZATION FORM**

Project number/name: _____

General Contractor: _____

Work/Trade to be subcontracted	MBE/WBE/DBE/SDVE Firm Name	Subcontract amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SUBTOTAL: \$ _____

MBE/WBE/DBE/SDVE TOTAL: \$ _____

GRAND TOTAL: \$ _____

Percentage of Work: MBE _____ WBE _____ DBE _____ SDVE _____

H. ATTACHMENT #6
MBE/WBE/DBE/SDVE continued

SSD 104-19

**SPECIAL SCHOOL DISTRICT
SUBCONTRACTOR SOLICITATION FORM**

Project name/number: _____

Prime Contractor: _____

I have contacted the following MBE/WBE/DBE/SDVE businesses and will not subcontract with them due to the reasons cited below: (Attached additional pages as necessary)

Firm Name/Contact Person:

Address:

Contact Number(s):

Reason not utilized:

Firm Name/Contact Person:

Address:

Contact Number(s):

Reason not utilized:

Firm Name/Contact Person:

Address:

Contact Number(s):

Reason not utilized:

**I. ATTACHMENT #7
FEDERAL WORK AUTHORIZATION**

SSD 104-19

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)

**I. ATTACHMENT #7
FEDERAL WORK AUTHORIZATION continued**

SSD 104-19

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 _____, 20__.

NOTARY PUBLIC

My commission expires: