



Special School District
Of St. Louis County

SSD 101-27

REQUEST FOR PROPOSAL
TAX LEVY CONSULTING SERVICES

Request for Proposal and Guidelines for Submittal
ISSUED: **June 18, 2026**

PROPOSALS DUE ON OR BEFORE:

July 2, 2026 @1:00PM
SPECIAL SCHOOL DISTRICT
PURCHASING 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

INVITATION

The Special School District of St. Louis County (SSD or “District”) is seeking proposals from qualified firms to provide community opinion research and survey services related to potential future funding initiatives.

The Special School District of St. Louis County (SSD or District) is seeking proposals from qualified firms to provide community opinion research and survey services related to potential future funding initiatives. The District seeks a research partner with demonstrated experience conducting statistically valid public opinion research for public school districts and other governmental entities. The purpose of this project is to assess community attitudes, priorities, awareness, tax tolerance, and potential voter support for future funding options the District may consider. The selected firm will provide research design, survey administration, data analysis, strategic recommendations, and presentation of findings. All contract awards are subject to approval by the SSD Board of Education.

The selected firm will provide research design, survey administration, data analysis, strategic recommendations, and presentation of findings. All contract awards are subject to approval by the SSD Board of Education.

BACKGROUND INFORMATION

Special School District of St. Louis County’s unique status as a public school district providing special education services ensures that all students in St. Louis County receive quality and equal special education. SSD staff provide special education services to students in 265 public schools in 22 school districts. The relative wealth of any local school district in St. Louis County does not influence the special education services offered to its students.

Special School District of St. Louis County provides services to more than 22,000 students with disabilities with approximately 97% of the students who receive special education services from Special School District attend a school in their local school district. In addition, the District provides vocational technical education to about 2,000 students in two high schools.

PROCUREMENT INSTRUCTIONS AND RESTRICTIONS

Special School District is not responsible for late or incorrect proposals.

All communications regarding this RFP must be directed only to the Purchasing Agent identified in this document. No contact is permitted with Board members, administrators, staff, or employees outside the designated Purchasing Agent. Any attempt to influence District personnel may result in disqualification.

All questions must be submitted in writing by the stated deadline. Responses will be issued via written addendum.

A public bid opening will be held at the date and time specified. Late proposals will not be accepted. If the District is closed due to unforeseen circumstances, the opening will occur the next business day at 11:00 a.m.

All awards require approval by the Board of Education.

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

FOR ADDITIONAL INFORMATION CONTACT:

Tammy Notheis
Director of Purchasing
Phone: 314.989.7106
Email: tnotheis@ssdmo.org

A public bid opening will be held at the above-mentioned 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 SSD personnel. All Contract awards will require the approval of the Board of Education of the District.

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PAYMENT TERMS

Payment shall be made in accordance with contract terms upon receipt and approval of invoices by the District Accounting Department.

All invoices must be submitted to:
Accounts Payable- AP@ssdmo.org
P.O. Box 31429
St. Louis, MO 63131-0429

Prompt payment discount periods, if applicable, will be calculated based on business days excluding weekends and holidays.

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PROCUREMENT INSTRUCTIONS AND RESTRICTIONS

- Prospective Proposers are urged to read all sections very carefully. Any explanation desired by the proposer regarding meaning, description, or interpretation must be requested in writing in sufficient time for a reply to reach proposer before the submission of their proposals and any resulting delays will not constitute cause for late submittal of proposal.
- All questions must be submitted in writing via e-mail only to the Tammy Notheis at tnotheis@ssdmo.org by the close of business **June 24, 2026**. All properly submitted substantive questions will be responded to, in writing, in the form of an addendum to the solicitation.
- 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.
- Failure to submit questions or otherwise seek clarification by the deadline for submitting questions shall constitute a waiver of any potential claim by the Proposer.
- Oral communications cannot be relied upon and shall not be the basis for responding to any part of this RFP.
- Misinterpretation of the specifications by the Proposer shall not relieve the Proposer of responsibility to perform.
- 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, comparison, and evaluation.
- By submitting a proposal, proposer is agreeing to be bound by all of the specifications herein. Proposals will not be returned.
- Companies must submit all information and data requested herein for their proposal to be evaluated and considered for award. Failure to provide such data may be deemed sufficient cause to disqualify the proposal from award consideration, unless the directive is not applicable.
- The Proposal shall 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 RFP. The Letter of Transmittal should be under the signature of a Company officer.
- Supplier's brochures/descriptive literature may be included at the company's discretion but may not be substituted for the information requested herein.
- Enclose a sample copy of the Company's standard service agreement.
- Show proof of ability to provide insurance coverage
- Complete the Proposer Signature Section, and No Conflict of Interest statement
- Provide proof that the Proposer has at least three years of successful experience and is licensed to provide services in the State of Missouri.
- State if your company is involved in any mergers or acquisitions and explain the specifics.
- Briefly describe its company history. The description should include the size (number of employees and/or revenues) and areas of specialization. Provide the same information for the office that would handle the District's account if the firm has more than one office.

PROCUREMENT INSTRUCTIONS AND RESTRICTIONS

- Proposers should provide references. (See Attachment #4). Include a minimum of four (4) references. All references must be current; one (1) year or less. The District reserves the right to contact additional references, which are known to the District, but may not have been provided by the Proposer.
- Include job titles and description of personnel who will provide services for this contract, if applicable. This should include account executives, marketing personnel and others who would actively work on SSD's account. Be sure to identify the individual within your firm that will have overall responsibility for SSD's account and the office in which each account team member is located. Provide any additional information about the project team.
- Provide specific fee structure include maintenance, supplies, delivery, and training.
- Rates and prices must be for a firm fixed rate and not subject to change throughout the contract once negotiated.
- Each proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Proposer can submit to SSD. Proposers may submit an alternate proposal a group of line items on an "all or nothing" basis.
- Proposer should address SSD's out-of-pocket expenses for any additional software or hardware requirements not included by the proposer.
- Provide specific fee structure include maintenance, supplies, training, mileage, service call rates (if different), etc. Provide a copy of an itemized invoice.
- Rates and prices must be for a firm fixed rate and not subject to change throughout the contract once negotiated.
- The Proposer shall provide the terms and conditions of the firm's request for payment.

Each Proposer **shall include three (3) copies, and an electronic copy on a flash drive**. 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:

**July 2, 2026 @1:00pm
Purchasing Department
12110 Clayton Road
St. Louis MO 63131-2516**

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SCOPE OF WORK

PROJECT OBJECTIVES

The selected firm will assist the District in achieving the following objectives:

1. Build trust and confidence among stakeholders
2. Create opportunities for meaningful two-way communication
3. Gather community feedback regarding District priorities, programs, and future direction
4. Ensure diverse stakeholder voices are heard and represented
5. Assess community understanding of SSD's mission, services, and impact
6. Evaluate stakeholder perceptions regarding future educational, operational, and facility initiatives
7. Strengthen the District's public identity and brand
8. Assess community support for potential future funding initiatives
9. Develop and implement a comprehensive communications and engagement strategy to inform District planning and support future decision-making regarding educational, operational, facility, and potential funding initiatives.
10. Assess community readiness for potential future funding initiatives and provide recommendations regarding next steps.

The selected firm shall work collaboratively with the District's Communications Department throughout the project. The firm shall provide strategic guidance, community engagement expertise, research, facilitation, and planning support. Public-facing communications, messaging, presentations, reports, and materials developed under this contract shall be reviewed and approved by the District prior to distribution. The District's Communications Department will serve as the lead for District communications activities and stakeholder communications unless otherwise directed by the District. The selected firm shall provide all services necessary to complete the funding initiative project.

All reports, plans, communications materials, research findings, presentations, and supporting materials developed under this contract shall become the property of SSD.

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SCOPE OF WORK

Strategic Planning and Consultation

The firm shall:

- Meet regularly with District leadership and designated staff.
- Develop a comprehensive communications and community engagement plan.
- Establish measurable goals, benchmarks, and success metrics.
- Develop project timelines and implementation schedules.
- Provide strategic recommendations regarding stakeholder engagement and communications.
- Recommend future research and public opinion assessment activities.
- Develop a phased implementation strategy that identifies key decision points, milestones, and recommendations for advancing, modifying, delaying, or discontinuing future funding initiative efforts based on project findings.

Community Engagement

The firm shall:

- Identify and prioritize key stakeholder groups, including families, employees, partner districts, business leaders, community organizations, taxpayers, and elected officials.
- Design and facilitate community engagement opportunities.
- Conduct stakeholder listening sessions and focus groups.
- Facilitate community forums and public meetings
- Develop stakeholder advisory groups and engagement structures as appropriate
- Ensure opportunities for participation from diverse stakeholder groups
- Gather and analyze community feedback
- Develop a stakeholder mapping assessment identifying key stakeholder groups, levels of influence, communication preferences, engagement priorities, and potential barriers to participation.
- Recommended strategies to ensure engagement opportunities are accessible to individuals with disabilities, individuals with limited English proficiency, and other traditionally underrepresented stakeholder groups.

Research and Public Opinion Assessment

The firm shall:

- Conduct or coordinate stakeholder research activities
- Assess community awareness, perceptions, priorities, and concerns
- Evaluate support for District initiatives and priorities
- Recommend methodologies and timing for future public opinion research
- Conduct message testing, if appropriate
- Analyze and report findings
- Conduct statistically valid quantitative research through focus groups, interviews, and listening sessions.
- Identify key drivers of stakeholder support, opposition, and uncertainty.
- Analyze results by stakeholder group, geography, demographics, and other relevant factors.
- Assess community readiness for potential future funding initiatives under various scenarios.

SCOPE OF WORK

Strategic Communications

The firm shall:

- Collaborate with the District on the development of informational communications materials and strategies.
- Recommend messaging frameworks and communications resources.
- Review and provide feedback on District-developed communications materials, presentations, and engagement resources.
- Assist in the development of print, digital, and multimedia communications materials and assets
- Support the District in developing public information materials as requested.
- Describe your experience collaborating with in-house school district communications teams and explain how responsibilities were shared between your firm and district staff.

Public Understanding and Positioning

The firm shall:

- Assess community understanding of SSD's role, mission, and impact.
- Identify gaps in stakeholder awareness and understanding.
- Recommend strategies to improve public understanding of District programs, services, and priorities.
- Develop messaging frameworks to support community understanding of the District's needs and future planning efforts.
- Identify misconceptions, knowledge gaps, and communication challenges that may impact future District initiatives.
- Provide recommendations to strengthen public understanding of SSD's unique countywide service model, special education mission, and partnerships with local school districts.
- Conduct comparative analysis and benchmarking of similarly situated educational organizations, special education service providers, and countywide school systems where appropriate.

Digital Communications

The firm shall:

- Develop digital engagement strategies
- Recommend social media and electronic communications approaches
- Identify opportunities to enhance stakeholder engagement through digital channels
- Assist with audience targeting and communications planning

Board and Staff Training

The firm shall:

- Train Board members and District leadership regarding communications roles and responsibilities
- Provide guidance regarding public information communications
- Assist with presentation preparation and stakeholder engagement activities
- Provide guidance regarding compliance with legal restrictions governing public communications and election-related activities

SCOPE OF WORK

REQUIRED DELIVERABLES

At a minimum, deliverables for the funding initiative shall include:

- Comprehensive communications and engagement plan
- Stakeholder engagement framework
- Stakeholder mapping assessment
- Research findings and summary reports
- Community readiness assessment report
- Messaging platform and key messages
- Communications toolkit
- Presentation materials
- Digital engagement recommendations
- Public understanding and positioning recommendations
- Board and staff training materials
- Monthly progress reports
- Knowledge transfer and sustainability plan for District staff
- Final project report and recommendations
- Risk assessment identifying potential obstacles, stakeholder concerns, communication challenges, reputational risks, and mitigation strategies.
- Executive summary reports suitable for presentation to the Board of Education and Governing Council
- Presentation of major findings and recommendations to District leadership, the Board of Education, Governing Council and other stakeholder groups as requested by the District.
- Funding initiative decision framework

Ongoing Consultation

The selected firm shall:

- Provide monthly progress reports
- Evaluate communications and engagement activities
- Recommend adjustments to strategies and tactics
- Attend meetings with District leadership as needed
- Serve as a strategic advisor throughout the project
- Provide periodic readiness assessments and recommendations regarding future project phases and potential funding initiative timing.

CONTRACT TERM AND OPTIONAL RENEWAL

The initial contract term shall begin upon execution of the agreement and continue through completion of the approved scope of services, unless earlier terminated in accordance with the provisions of this contract.

The District reserves the right, at its sole discretion, to negotiate extensions, additional phases of work, including but not limited to community engagement, public opinion research, communications planning, funding initiative readiness assessment, implementation support, or other supplemental services with the selected firm based upon project outcomes/findings, District needs, available funding, and Board direction.

Any extension or additional work shall be subject to mutual agreement between the District and the selected firm and may be authorized through contract amendment.

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REQUIREMENTS

Firm Overview

Include:

- Company name
- Headquarters location
- Years in business
- Ownership structure
- Number of employees
- Office location(s)
- Primary contact information
- Disclose any litigation, contract disputes, ethics investigations, election-law complaints, or professional disciplinary actions involving the firm within the last five (5) years.

Relevant Experience

Describe experience providing:

- Strategic communications services
- Community engagement services and approach
- Public opinion research
- School district communications
- Referendum, levy, or bond communications planning
- Public-sector communications consulting

Provide at least three current references and identify projects completed within the last five years. Include in the reference the following information:

- Type of funding measure
- Election year
- Amount requested
- Election outcome
- Firm's role
- Community engagement approach
- Public opinion research methodology utilized
- Lessons learned

Preference may be given to firms with experience supporting Missouri public school districts, special education service providers, countywide educational organizations, career and technical education programs, and organizations serving students with disabilities.

Firms shall provide examples of both successful and unsuccessful funding initiative projects completed within the last five (5) years and describe lessons learned from each project.

REQUIREMENTS

Project Team

Identify:

- Project manager
- Lead consultant(s)
- Communications specialists
- Researchers and analysts
- Other personnel assigned to the project

Provide resumes and qualifications. Identify the percentage of time each proposed team member is expected to devote to the project and clearly identify any subcontractors or outside resources that will be utilized.

Methodology and Approach

Provide a detailed description of:

- Project approach
- Community engagement strategy
- Research methodology
- Communications planning process
- Message development process
- Stakeholder outreach strategy
- Methods for gathering and evaluating community feedback
- Methods for testing communications themes and messages
- Describe how your firm would collaborate with an existing in-house communications department and support District staff while avoiding duplication of services.
- Describe how your firm would address SSD's unique governance structure, including the roles of the Board of Education and Governing Council, its countywide service model, partnerships with local school districts, and diverse stakeholder groups.
- Describe how your firm ensures compliance with Missouri laws governing the use of public resources in connection with potential ballot measures, and provide examples of how you have advised school districts regarding the distinction between public information and advocacy.
- Describe your approach to assessing community readiness for future funding initiatives and the criteria you would use to recommend whether the District should proceed, delay, modify, or discontinue such efforts.

The proposal should specifically address:

- How trust will be built and maintained
- How diverse stakeholder voices will be engaged
- How meaningful feedback will be gathered
- How the firm will distinguish between public information activities and advocacy activities
- How legal compliance will be maintained throughout the project

REQUIREMENTS

Project Schedule

Provide a detailed project timeline, including:

- Planning
- Community engagement activities
- Research activities
- Communications development
- Reporting
- Training
- Final recommendations

Cost Proposal

Provide a detailed cost proposal including:

- Project fees
- Hourly rates, if applicable
- Research costs
- Design and production costs
- Travel expenses
- Subcontractor expenses
- Optional services
- Any additional anticipated costs

District Resources Required

Describe resources and support needed from District staff.

Pricing shall include all costs associated with providing services under the contract. Costs shall be identified by project phase and major deliverable. The District reserves the right to negotiate and authorize work in phases.

Ownership of Work Product

All deliverables, reports, plans, communications materials, research findings, presentations, and supporting materials produced under this contract shall become the property of SSD. Ownership shall include all raw survey data, polling results, focus group summaries, stakeholder interview summaries, databases, analytical models, and supporting research materials developed under the contract.

Confidentiality

The selected firm shall not release, publish, or disclose findings, reports, data, or project information without prior written authorization from the District.

LEGAL COMPLIANCE

The selected firm must demonstrate knowledge of and compliance with:

- Missouri election law
- Missouri Sunshine Law
- Missouri school finance laws and regulations
- Missouri statutes governing school district taxation and ballot measures
- Public funds restrictions
- Public information requirements
- Applicable federal and state laws governing public communications

SUNSHINE LAW

All materials submitted become the property of the District and may be subject to disclosure pursuant to Missouri's Sunshine Law, Chapter 610, RSMo. Proposers should clearly identify any proprietary information. The District will comply with applicable law regarding public records requests.

Certificates of insurance shall be provided prior to contract execution.

Public Information and Advocacy

Services provided under this contract shall be limited to public information, research, stakeholder engagement, strategic planning, and communications activities permitted by law. The selected firm shall provide services necessary to support community engagement, strategic planning, public information, and assessment of community readiness related to potential future funding initiatives

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EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Criteria	Weight
Levy/Funding Initiative Planning and Public Opinion Research Experience	25%
Community engagement and facilitation experience	20%
Public School District, Special Education, and Public Sector Experience	15%
Project approach and methodology	20%
Qualifications of project team	10%
Cost	10%

The District reserves the right to interview finalists and request presentations prior to selection.

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GENERAL PROVISIONS

1. Awards:

Awards will generally be made to the proposer whose proposal is determined to be the most advantageous to the District based upon the evaluation criteria established in this RFP.

The District reserves the right to reject any or all proposals, waive informalities, and negotiate with any proposer when such action is determined to be in the best interests of the District.

Award may require approval by the Board of Education.

The District reserves the right to meet and interview proposers for clarification of proposals prior to award. Notification of award will be provided to each participating proposer upon request.

2. Review of Proposals:

- Proposals will be accepted on the date and time specified. Proposals received after the deadline may not be considered..

3. Prices:

Pricing submitted in the proposal must remain firm and not subject to change unless mutually agreed upon by the District and the selected firm throughout the duration of the contract.

The District reserves the right to negotiate and authorize work in phases based upon project outcomes, District needs, available funding, and Board direction.

SUBMISSION REQUIREMENTS

Submit:

Three (3) printed copies

One (1) electronic copy (flash drive)

Sealed submissions must be clearly marked with:

RFP #SSD 100-27 – Tax Levy Survey

Due: July 2, 2026 at 2:00 p.m.

Purchasing Department

12110 Clayton Road

St. Louis, MO 63131-2516

GENERAL

The following general information is provided and shall be carefully followed by all Proposers to ensure that the proposals are properly prepared.

1. 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.
2. The District reserves the right to conduct discussions with qualified Proposers in any manner necessary to serve the best interest of the District.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.

8. **EQUAL EMPLOYMENT OPPORTUNITY**

The Special School District hereby notifies all Proposers that in regard to any Contract entered into pursuant to this RFP, advertisement or solicitation, disadvantaged/female business enterprises will be afforded a full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, sex, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status in consideration for an award.

- b. In connection with carrying out of this project, the Successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical disability or national origin, disabled veteran status of Vietnam era veteran status. The Successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, physical disability or national origin, disabled veteran status or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Successful proposer shall be an equal opportunity employer.
- c. Successful proposer certifies the 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. This section shall not apply to contracts with a total potential value of less than \$100,000, or to contractors with fewer than 10 employees. Reference Section A, Chapter 34, RSMo, Section 34.600
- d. In the event of the Successful proposer's noncompliance with any of the above provisions, said non-compliance may be deemed a total breach of the Contract for this project and said Contract may be canceled and Successful Proposer may be (1) declared ineligible for further District Contracts for up to one year, and (2) subject to the imposition of other sanctions or remedies as provided by relevant statues and regulations.

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.

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

CONDITIONS.cont

TERMINATION

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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. 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.

CONDITIONS.cont

7. ASSIGNMENT. The Proposer's obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.
8. 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.
9. 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. SSD reserves the right to require Proposers to demonstrate any software in their proposal.
 - c. SSD shall not be obligated to explain the results of the evaluation process to any proposer.
 - d. After considering the factors set forth in this RFP, the District with the assistance of its Consultant 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 SSD.
 - 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".

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DISTRICT RIGHTS

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.

2. 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 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.

3. 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.

4. 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.

5. 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.

6. 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.

Attachment #1 INSURANCE REQUIREMENTS

COMPANY shall, unless otherwise approved in writing by DISTRICT, obtain and maintain throughout the duration of this Agreement (or as otherwise specified) insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A, financial size VI or higher and of the types and in the amounts described below.

1. Commercial General Liability Insurance. Commercial general liability ("CGL") in the amount of \$1,000,000 each occurrence/ \$2,000,000 general aggregate and \$1,000,000 products-completed operations aggregate.
 - a. CGL insurance shall cover liability arising from but not limited to premises, operations, independent contractor, products-completed operations and personal injury and advertising liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. DISTRICT shall be included as an insured under the CGL, using an ISO Additional Insured Endorsement or other form as approved in advance by the DISTRICT. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded to, or maintained by, DISTRICT.
2. Business Auto Liability Insurance. Business auto liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, leased/rented and non-owned autos).
3. Workers Compensation Insurance. Workers' compensation and employer's liability insurance.
 - a. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease.
 - b. Worker's compensation limits shall not be less than the statutory limits.
4. Errors and Omissions Insurance. (Professional Liability – where required) Errors and omissions insurance with a limit of not less than \$2,000,000 per claim/\$2,000,000 aggregate. If such insurance is maintained on a claims-made basis, COMPANY shall maintain the coverage or provide evidence of an extended reporting period endorsement covering a minimum of five years after expiration of the contract. Such insurance shall cover all services provided by the COMPANY hereunder.
5. Excess Umbrella Insurance. Excess umbrella liability insurance with a limit of not less than \$1,000,000 in excess of the above GL, Business Auto and Employers' Liability coverages.
6. CGL, Business Auto and Workers; Compensation policies shall be endorsed to provide a waiver of subrogation to the benefit of the District.
7. By requiring the insurance as set out herein, DISTRICT does not represent that coverage and limits will necessarily be adequate to protect COMPANY, and such coverage and limits shall not be deemed as a limitation on COMPANY'S liability under the indemnities provided to DISTRICT in this Agreement, or any other provision of the Contract Documents.
8. Prior to commencing the work, COMPANY shall furnish DISTRICT with a certificate(s) of evidence of insurance (ACORD Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
 - a. Failure of DISTRICT to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of COMPANY'S obligation to maintain such insurance.
 - b. Certificates of insurance shall clearly show evidence of coverage in compliance with the additional insured, waiver of subrogation, and primary and non-contributory requirements above.
9. DISTRICT shall have the right, but not the obligation, to prohibit the COMPANY from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DISTRICT.

Attachment #1 INSURANCE REQUIREMENTS, cont

- 10. Failure to maintain the insurance required in this Section may result in termination of this Agreement at DISTRICT'S option. DISTRICT may, but is not obligated to, obtain any insurance required hereunder and not maintained by the COMPANY and charge the cost thereof to COMPANY.
- 11. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to DISTRICT when requested.
- 12. COMPANY shall provide certified copies of all insurance policies required above within ten (10) days of DISTRICT'S written request for said copies.
- 13. COMPANY shall include the above requirements for types of insurance requirements in all of its subcontracts, if any. Limit amounts for subcontractors may be less than those set forth above, upon written agreement of DISTRICT. COMPANY shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance. In addition, all subcontracts shall include a similar indemnification of DISTRICT as provided in this Agreement.
- 14. DISTRICT reserves the right to request COMPANY to obtain additional insurance and limits on individual Projects authorized hereunder. COMPANY shall endeavor to obtain such insurance as soon as possible after such request and advise DISTRICT if the COMPANY will be required to pay any additional premium. If so, the DISTRICT shall pay such additional premium in excess of the premium for the above insurance. If COMPANY cannot obtain such additional insurance, DISTRICT may terminate this Agreement in full or in part upon notice to COMPANY.

In order for the District to ensure that the minimum insurance requirements can be met by your firm, please check one of the following:

Minimum insurance requirements can be met--a copy of insurance certificate is attached.

OR

Do not currently have minimum insurance levels--attached is a copy of a letter from insurance carrier stating that if awarded the Contract, levels of coverage will be met.

Company Name

Signature Date

Attachment #2 PROPOSER SIGNATURE SECTION

- 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

Attachment #2 PROPOSER SIGNATURE SECTION, cont

1. Name of Proposer's Officers:

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

Addendum Number	Date Issued	Acknowledged Signature
-----------------	-------------	------------------------

3. Number of Employees:

FULL TIME	_____
PART TIME	_____
TOTAL	_____

Attachment #3 REFERENCES

Each Company must submit a minimum of four (4) current references and two (2) terminated client references. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

List as primary references any current services currently in force with **public school districts**. Include contacts and telephone numbers for each reference. Use additional pages for additional contacts.

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: _____

Attachment #3 REFERENCES

4) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

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Attachment #4 TERMINATED CONTRACTS

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 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 RFP 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.

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____

Attachment # 6 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 #6 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: