



Special School District
Of St. Louis County

SSD 102-27

**REQUEST FOR PROPOSAL
TAX LEVY SURVEY AND STRATEGIC COMMUNICATIONS
CONSULTING SERVICES**

Request for Proposal and Guidelines for Submittal
ISSUED: **July 29, 2026**

PROPOSALS DUE ON OR BEFORE:

August 13, 2026 @2:00PM
SPECIAL SCHOOL DISTRICT
PURCHASING DEPARTMENT
12110 CLAYTON ROAD
ST. LOUIS MO 63131-2516

Request for Proposals for furnishing the equipment and/or services described in Exhibit A Scope of Services will be received by the Special School District's PURCHASING DEPARTMENT until the date and time specified below.

Due Date: **August 13, 2026**

Time: **2:00pm**

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

District Contact Person: Tammy Notheis 314.989.7106

tnotheis@ssdmo.org

All proposals are subject to the following:

- Invitation
- Background
- Procurement Schedule
- Scope of Work-Specifications
- Contract Term
- Requirements
- Legal Compliance
- Evaluation Criteria
- General Provisions
- Conditions
- District Rights

Attachment #1 Insurance Requirements

Attachment #2 Proposer Signature Section

Attachment #3 References

Attachment #4 Terminated Contracts

Attachment #5 Conflict of Interest

Attachment #6 Federal Work Authorization (E-Verify)

INVITATION

The Special School District of St. Louis County (SSD) is seeking proposals from qualified firms to serve as a strategic consulting partner in evaluating community readiness for a potential tax levy initiative that may be considered for the April 2027 election. The District seeks a firm capable of providing community engagement, community opinion research, strategic communications, and strategic guidance through a flexible, phased approach.

The purpose of this engagement is to provide District leadership with objective information, professional recommendations, and practical strategies to determine whether additional phases of work are warranted and, ultimately, whether the District should proceed with a future funding initiative.

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

SSD is a unique public school district serving nearly 24,000 students with disabilities throughout St. Louis County. SSD provides special education and related services in partnership with twenty-two (22) local school districts while also operating seven (7) district-operated schools. Because SSD serves communities throughout St. Louis County, the selected consultant must demonstrate an understanding of the County's diverse geographic, demographic, cultural, and socioeconomic characteristics and how these factors influence public engagement, messaging, and community opinion research. The consultant should be prepared to recommend approaches that effectively engage stakeholders throughout the communities served by SSD. In addition, SSD provides career and technical education to approximately 2,000 students through two technical high schools.

PROJECT OBJECTIVES

- Measure public awareness, understanding, and perceptions of SSD.
- Assess trust and confidence in the District.
- Evaluate community support for a potential April 2027 tax levy.
- Identify opportunities, barriers, and risks that could influence voter support.
- Test informational messages and themes.
- Develop strategic communications recommendations, if needed.
- Strengthen stakeholder engagement and public understanding.
- Provide objective recommendations regarding readiness for an April 2027 funding initiative.
- Provide a flexible framework allowing the District to scale services based on findings.

PROCUREMENT SCHEDULE:

RFP Issued: July 29, 2026
Deadline for Written Questions: close of business August 4, 2026
Proposal Due & Public Opening: August 13, 2026
Evaluation Period
Interviews (if conducted)
Board of Education Award

PROCUREMENT INSTRUCTIONS AND RESTRICTIONS

Communications and Questions

All communications regarding this RFP must be directed only to the Purchasing Agent identified below. Unauthorized contact with Board members, administrators, staff, or other District employees regarding this solicitation may result in disqualification.

FOR ADDITIONAL INFORMATION CONTACT:

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

Prospective Proposers are encouraged to carefully review all sections of this RFP. Any questions regarding the requirements, scope, or interpretation of this RFP must be submitted in writing by the deadline specified in the Procurement Schedule.

All questions regarding this RFP must be submitted in writing via email to the Purchasing Agent by the deadline specified in the RFP schedule. Responses to properly submitted substantive questions will be issued in writing through an addendum.

Questions received after the deadline will not be answered. Oral communications, interpretations, or clarifications shall not be relied upon and shall not be considered binding.

Failure to request clarification by the established deadline shall constitute a waiver of any potential claim regarding interpretation of the RFP requirements.

Proposal Submission Requirements

Proposals must be complete and include all information requested in this RFP. Failure to provide required information may result in the proposal being deemed non-responsive and removed from consideration.

Proposals should be concise, organized, and tabbed to allow for efficient review and evaluation. Supplemental information may be included as attachments; however, attachments shall not replace or substitute for required proposal responses.

By submitting a proposal, the Proposer agrees to comply with all requirements, terms, and conditions contained in this RFP. Proposals will not be returned.

The Special School District of St. Louis County is not responsible for proposals that are late, delayed, misdirected, incomplete, or not received by the submission deadline.

Each Proposer shall submit:

- Three (3) printed copies; and
- One (1) electronic copy on a flash drive.

Proposals must be submitted in a sealed package clearly marked with the following information:

RFP #SSD 102-27 – Tax Levy Survey and Strategic Communications Consulting Services

Due: August 13, 2026, at 2:00 p.m.

Purchasing Department
12110 Clayton Road
St. Louis, MO 63131-2516

Public Opening

A public proposal opening will be held on the date and time specified in this RFP. If the District is unexpectedly closed on the scheduled opening date due to unforeseen circumstances, the opening will automatically occur on the next regular business day at 11:00 a.m.

All proposals will be reviewed by District personnel in accordance with the evaluation process established in this RFP.

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PROCUREMENT INSTRUCTIONS AND RESTRICTIONS

Special School District of St. Louis County is not responsible for proposals that are late, delayed, misdirected, incomplete, or not received by the submission deadline. **Late proposals will not be accepted or considered.**

All communications regarding this RFP must be directed only to the Purchasing Agent identified below. Unauthorized contact with Board members, administrators, staff, or other District employees regarding this solicitation may result in disqualification.

- 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 August 4, 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.

SCOPE OF WORK

Proposers should describe their recommended approach for completing the following phases of work:

1. Project Initiation and Planning
2. Community Opinion Research
3. Strategic Communications Planning
4. Community Engagement Activities
5. Communications Support *
6. Funding Initiative Readiness Assessment
7. Follow-Up Community Opinion Research (if recommended)

** Communications Support may include development of informational materials, messaging guidance, presentations, stakeholder communications, public information resources, and other communications services recommended through earlier phases of work. Firms should describe the services they believe would provide the greatest value based on project findings.*

Deliverables

At a minimum, proposals should identify the anticipated deliverables for each phase, including research instruments, survey findings, executive summaries, presentations, strategic recommendations, communications materials, readiness assessments, and any additional work products proposed by the consultant.

The Funding Initiative Readiness Assessment should include:

- An objective evaluation of community support and overall readiness
- Identification of key strengths, opportunities, and risks
- Recommended communications priorities
- Recommended next steps
- A professional opinion regarding whether additional planning for a potential funding initiative is advisable.

Survey deliverables should include executive summaries, detailed findings, cross-tabulations (when applicable), and sufficient supporting data to allow District review and analysis.

CONTRACT TERM AND OPTIONAL RENEWAL

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

The District reserves the right, at its sole discretion, to authorize work in phases and to negotiate contract extensions or additional services with the selected firm based on project findings, District needs, available funding, and Board direction. Additional services may include, but are not limited to:

- Community engagement activities
- Public opinion research
- Strategic communications planning
- Communications support
- Funding initiative readiness assessment
- Follow-up research
- Implementation support
- Other related consulting services

Any extension of the contract or authorization of additional work shall be subject to mutual written agreement between the District and the selected firm and may be executed through a written contract amendment.

The District reserves the right to discontinue the project at the conclusion of any phase, authorize subsequent phases, modify the scope of services, negotiate additional work, or terminate the engagement based upon research findings, Board direction, District priorities, available funding, or any other reason determined to be in the District's best interest.

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REQUIREMENTS

Firm Overview

Provide a brief overview of your firm, including years in business, office locations, areas of specialization, and experience serving Missouri public school districts, governmental entities, or comparable organizations.

Relevant Experience

Describe comparable projects involving community engagement, public opinion research, strategic communications, operating levy campaigns, bond issues, or other public funding initiatives. Include examples of both successful and unsuccessful initiatives, election outcomes, scope of services, lessons learned, and client references.

Describe any experience working with countywide, regional, or multi-jurisdictional governmental organizations serving diverse communities similar to SSD. Provide sample reports, survey summaries, communications plans, or readiness assessments from comparable projects, with confidential information redacted, as necessary.

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. requirements
- 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.
- 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.
- 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.

REQUIREMENTS

- 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.
- The Proposer shall provide the terms and conditions of the firm’s request for payment.

Conflict of Interest Disclosure

Proposers shall disclose any actual, potential, or perceived conflicts of interest, including current or recent work performed for organizations, advocacy groups, political committees, governmental entities, or other clients that could reasonably create a conflict related to this engagement.

For each disclosed conflict, the Proposer shall describe:

- The nature and scope of the relationship;
- The parties involved;
- The timeframe of the relationship; and
- Any proposed steps to mitigate or manage the conflict.

If no actual, potential, or perceived conflicts exist, the Proposer shall provide a statement confirming that no conflicts have been identified.

Project Team

Identify the Project Manager and all key team members who will be assigned to this engagement. Describe each individual's role, qualifications, relevant experience, anticipated level of involvement, and identify any subcontractors

Methodology and Approach

Describe your proposed methodology in sufficient detail to demonstrate your approach to community engagement, survey research, message testing, communications planning, stakeholder engagement, readiness assessment, collaboration with District staff, and overall project management. Proposals should be tailored specifically to SSD's objectives, governance structure, and countywide service model. Generic marketing proposals or standard service descriptions are discouraged.

For all proposed survey research, describe:

- Sampling methodology
- Target population
- Recommended sample size
- Margin of error
- Survey administration methods (telephone, online, text, mixed mode, etc.)
- Data weighting methodology, if applicable
- Approach to multilingual or accessible participation

Additional Services (Optional)

Proposers may identify additional services they recommend that are not specifically requested in this RFP. Proposers shall describe how any recommended additional services would provide value to the District and support the objectives of this engagement. Optional services shall be identified separately and include separate pricing.

Conflict of Interest Disclosure

- Disclose any actual or potential conflicts of interest, including current or recent work performed for organizations, advocacy groups, political committees, governmental entities, or other clients that could reasonably create a conflict related to this engagement.
- Describe the nature of the relationship and any steps proposed to mitigate the conflict.

COST PROPOSAL

Provide one all-inclusive, fixed price for each proposed phase of work. Pricing shall include all labor, travel, meetings, materials, reporting, presentations, and any other costs necessary to complete the proposed services. SSD will not consider proposals that rely on separate mileage, travel, or miscellaneous reimbursable expenses unless specifically requested by the District

Project Phase	Proposed Fixed Price
Phase 1 – Project Initiation and Planning	\$ _____
Phase 2 – Community Opinion Research	\$ _____
Phase 3 – Strategic Communications Planning	\$ _____
Phase 4 – Community Engagement Activities	\$ _____
Phase 5 – Communications Support	\$ _____
Phase 6 – Funding Initiative Readiness Assessment	\$ _____
Phase 7 – Follow-Up Community Opinion Research (if proposed)	\$ _____
Total All-Inclusive Project Cost	\$ _____

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

Describe your firm's experience advising Missouri public agencies regarding legal requirements governing public communications related to ballot issues, including applicable election laws, public funds restrictions, and requirements for maintaining compliance throughout the engagement.

The selected firm shall provide certificates of insurance meeting District requirements prior to contract execution. Move to legal compliance.

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.

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.

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

EVALUATION CRITERIA

Proposals will be evaluated based on the criteria listed below. The District reserves the right to consider the overall value of each proposal, including the Proposer's qualifications, experience, approach, and ability to successfully perform the services described in this RFP.

Evaluation Criteria	Maximum Points
Understanding of SSD's Mission and Service Model Demonstrated understanding of SSD's unique role as a countywide public school district, including its partnerships with local school districts and diverse communities served throughout St. Louis County.	20
Relevant Firm Experience and Comparable Engagements Experience conducting community opinion research, stakeholder engagement, strategic communications planning, funding initiative readiness assessments, and similar engagements for public entities, school districts, or comparable organizations.	25
Project Approach and Methodology Quality, completeness, and effectiveness of the proposed approach, including research design, community engagement strategies, communications planning, project management, deliverables, and ability to meet SSD's objectives.	20
Project Team Qualifications and Experience Qualifications, experience, and availability of the proposed project team, including key personnel assigned to the engagement and demonstrated expertise in comparable projects.	10
Collaboration and Communication Approach Ability to effectively collaborate with SSD leadership, staff, and Communications Department, including coordination, reporting, presentations, and stakeholder engagement.	15
Cost and Overall Value Reasonableness of proposed costs, alignment of pricing with proposed services, and overall value provided to the District.	10
Total	100

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AWARD PROCESS

Awards will 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 interview proposers, request presentations, and seek clarification of proposals prior to award.

Any contract award shall be subject to approval by the Special School District of St. Louis County Board of Education.

Notification of award will be provided to participating proposers upon request.

Sealed submissions must be clearly marked with:

RFP #SSD 102-27 – Tax Levy Survey and Strategic Communications Consulting Services

Due: August 13, 2026 at 2:00 p.m.

Purchasing Department

12110 Clayton Road

St. Louis, MO 63131-2516

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REJECTION OF PROPOSALS

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.

LIABILITY AND RESERVED RIGHTS

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.

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.

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.

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.

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.

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.

- 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.
- The District reserves the right to enter into arrangements to acquire the same or competing services from other sources.
- 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.
- The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
- The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties.
- Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of the District.

DISTRICT RIGHTS, (continued)

- 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.
- 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.

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.

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.

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.

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.

REDUCTION IN SCOPE OF WORK. In the event the District decides to make a minor reduction in the scope of the 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.

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.

REVIEW SERVICES. The District reserves the right to periodically review and inspect the services performed by the successful Proposer.

DIGITAL ACCESSIBILITY REQUIREMENTS

The Contractor shall ensure that all Information and Communication Technology (ICT) products and services comply with **RSMo 161.935**, the Missouri State ICT Standard, and **Section 508 of the Rehabilitation Act of 1973, as amended**, including current **Web Content Accessibility Guidelines (WCAG)**. ICT includes web content, mobile applications, software, and digital documents.

The Contractor shall:

- Provide a **Voluntary Product Accessibility Template (VPAT)** or comparable documentation demonstrating conformance.
- Describe accessibility testing methods, including automated tools, keyboard-only testing, assistive technology testing, and other relevant checks.
- Designate an **Accessibility Coordinator** responsible for ensuring ICT accessibility compliance.
- Respond to and remediate any accessibility complaints within **30 calendar days** at no additional cost and indemnify SSD against claims arising from noncompliance.

CONDITIONS

GENERAL

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

- 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.
- The District reserves the right to conduct discussions with qualified Proposers in any manner necessary to serve the best interest of the District.

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.

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.

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.

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.

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.

CONDITIONS (continued)

The Special School District of St. Louis County hereby notifies all Proposers that, in connection with any Contract entered into pursuant to this RFP, disadvantaged and female business enterprises shall be afforded a full and fair opportunity to submit proposals and shall not be subject to discrimination based on race, color, sex, physical or mental disability, national origin, religion, disabled veteran status, or Vietnam-era veteran status in consideration for an award.

The Successful Proposer shall comply with all applicable federal, state, and local equal employment opportunity laws and requirements. In connection with performing services under the Contract, the Successful Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, physical or mental disability, national origin, disabled veteran status, or Vietnam-era veteran status.

The Successful Proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, physical or mental disability, national origin, disabled veteran status, or Vietnam-era veteran status. Such actions shall include, but not be limited to:

- Employment, promotion, demotion, or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensations; and
- Selection for training, including apprenticeship opportunities.

The Successful Proposer certifies that it is not currently engaged in, and shall not during the term of the Contract engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel; companies authorized, licensed, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

This provision shall not apply to contracts with a total potential value of less than \$100,000 or to contractors with fewer than ten (10) employees, pursuant to Section 34.600, RSMo.

Failure of the Successful Proposer to comply with any of the provisions contained herein may constitute a material breach of the Contract. In the event of noncompliance, the District may terminate the Contract, declare the Successful Proposer ineligible for future District contracts for up to one (1) year, and pursue any additional sanctions or remedies available under applicable laws 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 (continued)

TERMINATION

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.

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.

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.

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.

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.

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 (continued)

ASSIGNMENT. The Proposer's obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.

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.

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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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

Special School District of St. Louis County

The undersigned certifies that they are authorized to submit this proposal on behalf of the Proposer and that the information contained in the proposal is true, accurate, and complete.
By signing below, the Proposer acknowledges that it has reviewed and agrees to comply with the requirements, terms, and conditions of this Request for Proposals (RFP). The Proposer further certifies that no actual or apparent conflict of interest exists between the Proposer and the Special School District of St. Louis County, its Board of Education members, employees, or representatives that would prevent the Proposer from performing the services required under this RFP.

Name of Proposer: _____

Address: _____

Telephone: _____

Email: _____

Date of Proposal Submittal: _____

Addenda Acknowledgment

The undersigned acknowledges receipt of the following addenda issued by the District:

Addendum No.	Date Issued	Initials

Certification

I certify that I am authorized to execute this proposal on behalf of the Proposer and that the information contained herein is accurate and complete.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment #3 **REFERENCES**

Each Company must provide a minimum of five (5) client references, consisting of:

- Five (5) current client references that are presently receiving services similar to those requested in this RFP.
- References must include clients for successful funding initiatives as well as **at least one (1) unsuccessful** funding initiative. Whenever possible, references should include Missouri public entities.
- No reference may be an affiliate of the Company or of 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: _____

5) 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

The Proposer shall disclose any contracts terminated for default within the past five (5) years. For purposes of this RFP, termination for default means termination due to the Proposer's failure to perform contractual obligations, nonperformance, or unsatisfactory performance.

For each terminated contract, provide the information requested below, including the reason for termination and a brief description of the circumstances. The District reserves the right to evaluate this information as part of the proposal review process and may consider such information when determining the Proposer's ability to successfully perform the services required under this RFP.

If the Proposer has not experienced any contract terminations for default within the past five (5) years, indicate "None."

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS

Client/Organization Name: _____

Contact Name and Title: _____

Business Address: _____

Telephone Number/Email: _____

Contract Period: _____

Reason for Termination and Description of Circumstances:

Attachment #4 TERMINATED CONTRACTS

Client/Organization Name: _____

Contact Name and Title: _____

Business Address: _____

Telephone Number/Email: _____

Contract Period: _____

Reason for Termination and Description of Circumstances:

Client/Organization Name: _____

Contact Name and Title: _____

Business Address: _____

Telephone Number/Email: _____

Contract Period: _____

Reason for Termination and Description of Circumstances:

Attachment #4 TERMINATED CONTRACTS

Client/Organization Name: _____

Contact Name and Title: _____

Business Address: _____

Telephone Number/Email: _____

Contract Period: _____

Reason for Termination and Description of Circumstances:

Client/Organization Name: _____

Contact Name and Title: _____

Business Address: _____

Telephone Number/Email: _____

Contract Period: _____

Reason for Termination and Description of Circumstances:

Attachment #5 NO CONFLICT OF INTEREST DISCLOSURE AND CERTIFICATIONS

Special School District of St. Louis County

Once completed and returned, this form becomes part of the Proposer's submission and will be considered in the evaluation and selection process for the services required by the District under this Request for Proposals.

The Proposer certifies that there are no actual, apparent, or potential conflicts of interest, as defined by applicable state and/or federal laws or regulations, existing between the Proposer and the Special School District of St. Louis County, its employees, Board of Education members, Governing Council members, or representatives that would prevent the Proposer from performing the services required under this RFP.

The Proposer shall disclose any actual or potential conflicts of interest, including current or recent work performed for organizations, advocacy groups, political committees, governmental entities, or other clients that could reasonably create a conflict related to this engagement.

If a conflict exists or may reasonably be perceived to exist, the Proposer shall describe the nature of the relationship and identify any steps proposed to mitigate or manage the conflict.

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

Attachment # 6 FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

Pursuant to Missouri Revised Statute 285.530, any business entity awarded a contract exceeding five thousand dollars (\$5,000) with the Special School District of St. Louis County shall, as a condition of contract award, be enrolled in and participate in a federal work authorization program with respect to employees performing services under the contract, to the extent permitted by law

The awarded Contractor shall provide the District with a completed Federal Work Authorization Program Affidavit and documentation verifying participation in E-Verify prior to or contemporaneously with contract execution.

By accepting a contract with the District, the Contractor agrees to:

Accordingly, your company:

- a. Execute and provide the Federal Work Authorization Program Affidavit attached as Exhibit A;
- b. Confirm enrollment in and participation in E-Verify for employees performing services under the contract, to the extent permitted by law;
- c. Confirm that it does not knowingly employ any person who is an unauthorized alien in connection with services provided to the District.
- d. Notify the District if it ceases participation in E-Verify or becomes subject to any claim, action, or complaint alleging violation of Missouri Revised Statute 285.530;
- e. Provide documentation of E-Verify participation upon request by the District;
- f. Comply with applicable state and federal laws, regulations, and requirements related to employment authorization; and
- g. Acknowledge that failure to comply with these requirements may constitute a material breach of the contract.

Authorized Signature: _____

Printed Name and Title: _____

Company Name: _____

Attachment # 6 FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and duly sworn, state and certify the following:

- a. I am authorized to provide this affidavit on behalf of _____ (“Contractor”).
- b. Contractor is enrolled in and participating in the United States E-Verify federal work authorization program for employees performing services in connection with the contract with the Special School District of St. Louis County, to the extent permitted by law.
- c. Contractor does not knowingly employ any person who is an unauthorized alien in connection with services provided to, or to be provided to, the District.

I certify that the statements contained in this affidavit are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: