



Special School District
Of St. Louis County

SSD 106-27

Invitation For Proposal
PAINT BOOTH AND INSTALLATION

Request for Proposal and Guidelines for Submittal
ISSUED: September 3, 2026

PROPOSALS DUE ON OR BEFORE:

September 22, 2026 @2:00PM
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

Special School District of St. Louis County
INSTRUCTIONS TO PROPOSERS

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SSD 106-27

Request for Proposals for furnishing the equipment and/or services described in General Requirements -
Specifications will be received by the Special School District, PURCHASING DEPARTMENT, until the date and time specified below.

Due Date: **September 22, 2026** Time: **2:00 PM**

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

District Contact Person: Mike Schwartz mgschwartz@ssdmo.org

All proposals are subject to the following: (checked)

- Invitation
- General Instructions
- Scope of work-Specifications
- General Provisions
- Conditions
- District Rights
- Special Provisions

Attachment #1 Insurance Requirements
Attachment # 2 Proposer Signature Section
Attachment #3 References
Attachment #4 Terminated Contracts
Attachment #5 No Conflict of Interest
Attachment #6 Cost Proposal
Attachment #7 Federal Work Authorization (E-Verify)

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

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

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

INVITATION

Special School District of St. Louis County (the "District") hereby issues this Request for Proposal ("RFP") #SSD 106-27 for Paint Booth and Installation at South Technical High School.

The written proposal form shall contain the following information:

- Acceptance of proposal provisions, if not accepted in its entirety, should be noted or an explanation should be noted
- All attachments must be returned as part of the acceptance.

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:

**September 22 @ 2 PM
Purchasing Department
12110 Clayton Road
St. Louis, MO 63131-2516
RE: SSD 106-27 Paint Booth and Installation**

Special School District is not responsible for late or incorrect proposals. All other communications and questions regarding this RFP must be directed to the Purchasing Agent listed. No other contact with any members of the Special School District Board, any administrators, staff, or employees of the district is permitted before or after completion of the RFP process. Failure to comply with this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

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.

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

FOR ADDITIONAL INFORMATION CONTACT:

**Mike Schwartz
(314) 989-7101
mgschwartz@ssdmo.org**

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. 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 a vocational technical education to about 2,000 students in two high schools.

PAYMENT TERMS

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

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GENERAL INSTRUCTIONS

- 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 Mike Schwartz at mgschwartz@ssdmo.org by the close of business **September 10, 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.
- Proposers should provide references. (See Attachment). 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.

GENERAL INSTRUCTIONS

- 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.

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SCOPE OF WORK-SPECIFICATIONS

Special School District (SSD) is seeking proposals from qualified vendors for the purchase and installation of an automotive paint booth with the following specifications:

• Equipment type:	Ultra XD Downdraft Booth
• GFS model number:	PSVDP-271409-SS
• Clear working dimensions:	14' W x 9' H x 27' L
• Overall dimensions (approximate):	15' 3" W x 14' 7" H x 27' 5" L
• Panel type:	Dual skin insulated
• Panel finish:	White pre-paint
• Panel material:	20 GA
• Airflow style:	Downdraft
• Total CFM:	12,000
• Air make-up unit:	1.433 MBTU Space Saver air make-up unit
• Curing style:	90/10 Recirculation
• Exhaust method:	Exhaust pit
• Pit size/type:	24' Single row pit
• Exhaust fan quantity/size/horsepower/static:	(1) 34" Tube axial fan with 7.5 HP motor at 7/8" SP
• Intake method:	Controlled airflow ceiling
• Intake fan quantity/size/horsepower:	(1) 34" Dual intake fan with 10 HP motor
• Light quantity:	14
• Light type:	Inside access T8 6-Tube LED lights
• Front opening/door style:	4-Wing 4 window door
• Opening/door size:	10' 8" W x 8' 9" H
• Personnel door quantity/size:	(2) 3' W x 7' H personnel door
• Control panel type:	Engage
• Pressure control type:	Auto-balance with dual VFD
• Exhaust duct style:	1 lot plain duct

• (2) Ramps, (2) Sets of Personnel Door Landing Pads and Steps for basement

• Equipment type:	3 Sided (Left Wall Open) Mix Room
• GFS model number:	UMRW-100909-3
• Clear working dimensions:	9' W x 9' H x 10' L
• Overall dimensions (approximate):	9' 3" W x 11' 1" H x 10' 5" L
• Panel type:	Dual skin insulated
• Panel finish:	White pre-paint
• Panel material:	20 GA
• Total CFM:	949
• Exhaust fan quantity/size/horsepower/static:	(1) 10" Blower fan with 1/2 HP motor at 1/2" SP
• Light quantity:	2
• Light type:	Inside access T8 6-Tube LED lights
• Personnel door quantity/size:	(1) 3' W x 7' H personnel door
• Control panel type:	Light Switch & Fan Disconnect
• Exhaust duct style:	1 lot plain duct

South Technical High School Paint Booth Project Scope is to include:

Demo-

Old booth with basement and mixing room; dispose of; Includes utility disconnects (gas, electric, fire suppression, and any fire alarm wiring)

This work includes capping old roof penetrations and waterproofing

New installation work includes-

Basement Assembly/Installation

Booth and mixing room assembly

Ducting, assembly, above roof installation, anchorage, coordination of required hole cut and work with roofing company to repair roofing to maintain watertight seal.

Gas Lines-

Any new gas line services will need to be verified to ensure they meet the required specifications; this work is to include the installation of a new line.

Booth airlines-

Tie into existing airline, install customer supplied filter system (Sata 3 stage Filter System) and pipe air into booth. Please include; two 2-port drops on both sides of the booth.

Electrical-

Verify electrical service from breaker source meets new booths requirements. If a new booth requires upgrades to the electrical, it will be the vendor's responsibility to have new electrical power run to the booth from the main breaker panel. If this work requires electrical permits, the contractor will be responsible for these. Contractor will be responsible for wiring up booth including any low voltage controls and attached mixing room. Contractor will be responsible for any new fire alarm wiring and having Tech Electronics program the new system to main panel.

Fire Suppression-

Contractor to perform all work to meet fire suppression requirement for new booth and mixing room design and will need to be tied into building fire alarm system

Contractor will be responsible for

All design and permits required by St. Louis County for the project.

All trash to be removed from site (roll-off dumpster can be used at the site)

Rental of equipment if needed

Any disturbance to other portions of the building that would affect other programs will need to be scheduled after hours

The district uses Tech Electronics for fire alarm service, and we use Lakeside Roofing for repair work.

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GENERAL PROVISIONS

1 Awards:

- a. Awards will generally be made to a single proposer on each line item or a group of items; however, the District reserves the right by splitting the item(s) among multiple proposers or by consolidation of a group of items when such action is most advantageous to the District.
- b. Awards will be made within 30 calendar days following Proposal Opening date. Awards may require Board of Education approval.
- c. The District reserves the right to reject any or all Proposals, waive informalities and Contract as the best interests of the District may require.
- d. Award will be made to the lowest responsive and responsible proposer(s) complying with the terms and conditions of this RFP. District reserves the right to meet and interview proposers for clarification.
- e. Notification of award(s) will be provided to each participating proposer upon request.

2. Suggested Sources:

Following the description of each item, a suggested brand name may be listed for proposer's orientation as to type and quality desired or required. Proposers offering "alternate" or "equal" items must follow procedure outlined in Scope of Work. If Proposers are requested to limit their proposal to one specific brand, the word "only" or "no substitutes" will follow the example listed.

3. Quantity Variation:

The District reserves the right to decrease the award quantities up to (30%) without affecting Proposer's unit price proposal.

Exact quantities by size and options will be determined prior to placing purchase order.

4. Increase Quantity Option:

The District reserves the right to increase total quantities of each line item to a maximum of 10% within 30 calendar days from award, with no variations in Proposer's unit price.

5. Warranty:

Proposer/Seller warrants that at the time of delivery all supplies and equipment furnished are free of defects in material and workmanship and will replace at no cost to the District (including return shipping charges) any supplies and equipment determined by the District to be defective for a period of not less than one year from date of delivery unless automatically covered by an extended warranty period.

Proposers are requested to furnish explanations and costs for "extended warranties".

6. Invoices and Shipping Documents:

- a. Invoices shall be prepared in duplicate with one copy marked "original".
- b. All invoices, shipping documents, and correspondence shall contain the District's proposal number, purchase order number, item number, description, quantities, unit price, and extended price.

7. Review of Proposals:

- a. Proposals will be accepted on the date and time specified.

GENERAL PROVISIONS, continued

8. Disadvantaged/Female Business:

The District hereby notifies all proposers in regard to any Contract entered into pursuant to this invitation to proposal, advertisement of solicitation, disadvantaged/female business enterprises will be afforded full opportunity to submit proposals and/or proposals and will not be subject to discrimination on the basis of race, color, gender, physical or mental disability or national origin in consideration for an award.

9. Prices:

Prices in proposal must be firm and not subject to change, unless mutually agreed to, throughout duration of Contract. The quantities set forth in the proposal specifications are only estimates of usage and do not constitute a commitment on the part of the District to purchase the quantities indicated.

CONDITIONS

1) GENERAL

- a) The following general information is provided and shall be carefully followed by all Proposers to insure that the proposals are properly prepared.
- b) Each Proposer must furnish all information required by the RFP. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.
- c) The District reserves the right to conduct discussions with qualified Proposers in any manner necessary to serve the best interest of the District.
- d) UNDUE INFLUENCE The Proposer shall not, under penalty of law and immediate disqualification of the proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, Board of Education member, Governing Council member or Parent Advisory Council member of the District for the purpose of influencing favorable disposition toward a submitted proposal or for any reason while a proposal is pending or during the bidding process.
- e) COMPETITION No Proposer shall engage in any activity or practice, by itself or with other companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Proposer's proposal.
- f) DISCLOSED DATA All materials submitted become the property of the Special School District of St. Louis County, Missouri. SSD understands that proposals may contain data that the Proposer does not want used or disclosed for any purpose other than evaluation of the proposal. However, any and all information submitted to a Missouri public school district is subject to the Missouri Sunshine Law and subject to disclosure upon request. SSD will attempt to provide you notice of any Missouri Sunshine Law requests seeking disclosure of the information you submitted prior to disclosure. However, given that SSD is obligated to make open records available to the public within three (3) business days, you herein agree and acknowledge that SSD bears no responsibility not to disclose such documents upon request. Finally, SSD retains no responsibility on behalf of you or your organization not to disclose the information. Rather, should you choose to do so, it is your sole responsibility to work to enjoin the disclosure of the records you submit without the involvement of SSD, its board, administration, agents, assigns, stakeholders, students, student's families', and/or employees.

CONDITIONS

- g) **ELECTRONIC OFFERS** Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
- h) **WITHDRAWAL** Proposals may be modified or withdrawn by written notice or in person by a Proposer or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the Deadline.
- i) **EQUAL EMPLOYMENT OPPORTUNITY** The District is an equal opportunity employer and does not discriminate on the basis of race, color, sex, age, physical or mental disability, national origin, religion, disabled veteran status or Vietnam era veteran status.
- J) **INSURANCE REQUIREMENTS** Proposer must sign and return a copy of Attachment indicating ability to meet insurance requirement levels. Details included in Attachment #1 Insurance Requirements.
- k) **BARRED LIST.** By submitting a proposal, the Proposer certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri and it is not an agent of a person or entity that is currently barred or otherwise prohibited from submitting proposals for contracts by any political subdivision or agency of the State of Missouri.
- m) **CONFLICT.** In the event of a conflict between the proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP and provide written notice of it to the Proposer. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the Contract, the RFP and the proposal. The Proposer agrees to abide by the decisions of the District.

2) TERMINATION

- a) **TERMINATION FOR CAUSE** The District, in its discretion, may terminate the Contract in whole or in part at any time, whenever it is determined that the successful Proposer has failed to comply with or breached one or more of the terms and conditions of the Contract or specifications incorporated therein and the successful Proposer has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Contract, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Contract for materials and services, which have been accepted by the District.
- b) **TERMINATION FOR CONVENIENCE** The District may terminate the Contract without cause by notifying the successful Proposer in writing 30 days prior to the effective date of termination. The successful Proposer shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
- c) **TERMINATION FOR NON-APPROPRIATION** In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Contract, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Contract by providing written notice to the successful Proposer and the District will thereby be relieved from all further obligations under the Contract.

CONDITIONS

- 3) CONFLICT OF INTEREST The successful Proposer must agree that under no circumstances shall a member, officer or employee of the District, the Board of Education, or the Governing Council during his/her tenure and for one year thereafter be permitted to participate in the Contract, or any part thereof, or to derive any benefits therefrom.
- 4) INSPECTION OF RECORDS During the term of the Contract and for a period of 36 months after the termination of the Contract, the successful Proposer shall make available for the inspection, examination and audit by the District or its agents, the records of all costs of and disbursements for providing services pursuant to the Contract, and all books, accounts, memoranda and any and all other documents of the successful Proposer or any affiliated organization, indicating and substantiating the cost of any and all expenditures related to the performance of the Contract, to assure compliance with this requirement. The successful Proposer shall grant the District access to such records upon 72 hours written notice from the District.
- 5) INDEPENDENT CONTRACTOR It is understood that the successful Proposer is an independent contractor supplying services to the District. Neither the successful Proposer nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever.
 - a) The successful Proposer shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the successful Proposer's compensation. The District shall not be construed to be the successful Proposer's employer, nor be held liable for any obligation as an employer.
 - b) The successful Proposer will be required to assume full responsibility for the faithful execution of all the services outlined in their proposal. Special School District of St. Louis County will consider the successful Proposer to be the prime contractor and the sole point of contact with regard to contractual matters, including payment of any and all charges relating to this contract.
- 6) ASSIGNMENT The Proposer's obligations under the proposal or the Contract shall not be assignable or transferable without the written consent of the District.
- 7) TAX EXEMPTION The District is exempt from the payment of City, State and Federal Taxes. Such taxes must not be included in the Proposal price.
- 8) VENDOR SELECTION
 - a) Supplier Selection shall be determined by an evaluation of the total content of the proposal submitted including satisfying the objectives and requirements detailed in the specifications.
 - b) The District reserves the right to require Proposers to demonstrate any hardware or software in their proposal.
 - c) The District shall not be obligated to explain the results of the evaluation process to any proposer.
 - d) After considering both the technical and financial factors set forth in this RFP, a review committee will make recommendations for the award of the contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District, and which response will provide the highest quality of service at fair and competitive prices.
 - e) The District reserves the right by splitting this service among multiple bidders, or by consolidation of a group of services when such action is most advantageous to the District; unless specified by bidder as "All or Nothing".

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 products or services offered. Subsequent procurement, if any, will be in accordance with appropriate rules and regulations.
- b) This RFP does not commit the District to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services. The District reserves the right to amend this RFP by an addendum issued up to five (5) business days prior to the date set for receipt of proposals. Addenda or amendments will be mailed or faxed to all vendors who have procured copies of the RFP. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

- 3) **AWARD TIME** The District contemplates awarding the Contract within 30 calendar days from the Deadline for Proposals. Should the award of the Contract be delayed in whole or in part beyond the period 30 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.

DISTRICT RIGHTS, continued

- d) The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
- e) The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties
- f) Neither the commencement nor cessation of negotiations shall constitute rejection of the proposal or a counteroffer on the part of the District.
- g) Initial proposals may not be withdrawn for 90 calendar days from the Deadline for Proposals except with the express written consent of the District. If a proposal is accepted as submitted, the negotiated final Contract shall consist of the Contract, this RFP, plus any addenda thereto, and the Proposer's proposal.
- h) In the event the Contract initially awarded by the District is terminated for any reason within 120 days of the Deadline for Proposals, the District reserves the right to negotiate and accept any other submitted proposal.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.
- 12) **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.
- 13) **REVIEW SERVICES** The District reserves the right to periodically review and inspect the services performed by the successful Proposer.
- 14) **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:

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

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

PROPOSER SIGNATURE SECTION

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	_____

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SPECIAL PROVISIONS

1. Delivery:
 - a. All items shall be delivered free of expense to the following designation(s):

**Special School District
South Technical High School
12721 West Watson Road
St. Louis, MO 63127**
2. Delivery Schedule:
 - a. The following delivery schedule is required. Suppliers unable to meet this delivery schedule should not submit a proposal:

No Later than May 1, 2027
3. Packaging, Packing and Marking: N/A
 - a. All shipping containers will be legibly marked with both the “MARK FOR” address and the PURCHASE ORDER NUMBER.
 - b. Shipping containers may contain one or more line items.
 - c. Shipping containers will not contain items purchased on two or more purchase orders.
4. The **Special School District** may at any time inspect and audit any and all books, records and other data in the possession or control of supplier’s which relate to all services rendered and/or merchandise ordered by or on behalf of the District.
5. Conflict of Interest:

By signing this proposal, proposer certifies that there are not “Parties in Interest” or “Conflicts of Interest”, as defined by state and federal regulations, existing between the proposer and the District, any of its employees, Agents, or Board members.
6. Equal Employment Opportunity:
 - a. 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 or 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.
 - c. In the event of the Successful proposer’s noncompliance with any of the above provisions, said noncompliance 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 statutes and regulations.

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, continued**

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#5 **NO CONFLICT OF INTEREST**

Special School District of St. Louis County

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

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

NAME OF PROPOSER: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

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

Date of Proposal Submittal

Signature of Proposer's Representative

Title

Signature of Proposer's Representative

Title

Attachment # 7 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 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 # 7 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: