



Special School District
Of St. Louis County

SSD 107-23

Invitation For
CONTENT MANAGEMENT SYSTEMS

Request for Proposal and Guidelines for Submittal
Issued: March 13, 2023

PROPOSALS DUE ON OR BEFORE:

March 24, 2023 @ 2:00 P.M.
SPECIAL SCHOOL DISTRICT
PURCHASING DEPARTMENT
12110 CLAYTON ROAD
ST. LOUIS, MO 63131-2516

REQUEST FOR PROPOSAL

SUBJECT: SSD 107-23	DATE ISSUED: March 13, 2023
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1. Request for Proposals for furnishing the equipment and/or services described in Exhibit “B” Scope of Services will be received by the Special School District, PURCHASING DEPARTMENT, until the date and time specified below.

- 2. Due Date: **March 24, 2023** Time: **2:00 PM**
- 3. Submittal Location: Purchasing Department, 12110 Clayton Road, St. Louis, Missouri 63131-2516
- 4. District Contact Person: Mike Schwartz 314-989-7101 mgschwartz@ssdmo.org
314-989-7114 (fax)

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

- (X) EXHIBIT A Scope of Services
- (X) EXHIBIT B Conditions
- (X) EXHIBIT C District Rights
- (X) EXHIBIT D Attachment 1: Minority/Women Business Enterprise Program
- (X) EXHIBIT E Attachment 2: Use of Subcontractors
- (X) EXHIBIT F Attachment 3: Insurance Requirements
- (X) EXHIBIT G Attachment 4: Proposer Signature Section
- (X) EXHIBIT H Attachment 5: No Conflict of Interest
- (X) EXHIBIT I Attachment 6: References
- (X) EXHIBIT J Attachment 7: Terminated Contracts
- (X) EXHIBIT K Attachment 8: Federal Work Authorization (E-Verify)

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

In compliance with the above, the undersigned offers and agrees, to furnish and deliver to the designated point(s) within the time specified and or all 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 Proposals (“RFP”) to contract for SSD 107-23 Content Management Systems. The intent of this Request for Proposal (RFP) is to solicit proposals that will enable Special School District of St. Louis County (the “District”) to select the most qualified contractor to provide and implement a Content Management System for all coverage areas. Specifically, we need a system that is easy to use and maintain, provides timely alerts, is highly reliable and accurate and provides coverage within many different environments.

The written proposal form shall contain the following information:

- Acceptance of proposal provisions, if not accepted in its entirety, should be noted or an explanation should be noted or inserted as Exhibits 1 and 2.
- Attachments 1 and 2 must be returned as part of the acceptance.
- The names of three (3) school districts or governmental agencies which your firm can use as a reference.

Each Proposer shall include three (3) copies of the proposal and one (1) proposal on a thumb 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:

March 24, 2023 @ 2 p.m.
Purchasing Department
12110 Clayton Road
St. Louis, MO 63131-2516
RE: SSD 107-23 Content Management Systems

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

GENERAL INSTRUCTIONS

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- Prospective Proposers are urged to read all sections very carefully. All questions must be submitted in writing via mail, express mail, e-mail, fax, etc., to the attention of the Purchasing Agent listed above by the close of business (4:30 PM) **Tuesday, March 21, 2023**. 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.
- Oral communications cannot be relied upon and shall not be the basis for responding to any part of this RFP. All properly submitted substantive questions will be responded to, in writing, in the form of an addendum to the solicitation.
- Failure to submit questions or otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Proposer.
- Misinterpretation of the specifications by the Proposer shall not relieve the Proposer of responsibility to perform.

BACKGROUND INFORMATION

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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 24,000 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

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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 Section, P.O. Box 31429, St. Louis, Missouri 63131-0429.

A. SCOPE OF SERVICES

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The Contractor shall provide Content Management Systems that includes, but may not be limited to the following:

CONTENT MANAGEMENT SYSTEMS (CMS) REQUIREMENTS:

- Track record in serving the education market.
- User-friendly interface
- Mobile-friendly, responsive design
- Calendars - ability for different users to manage District and school calendars and availability of custom user views, notifications, and iCal feeds.
- District intranet capability
- Rotating images
- Emergency alert banner
- Friendly URLs
- Language translator
- Photo galleries
- Content scheduling and expiration dates
- Blog capability
- Site maps
- Social media integration
- Streaming videos
- Database functionality
- Robust search features with potential to auto-tag metadata
- Ability to embed scripts.
- School staff directory capabilities
- Ability to hide or archive sections of pages or whole pages.
- Accessibility monitoring
- Features that help ensure content managers are following accessibility best practices.

DESIGN:

- Templates based on design best practices that are flexible enough to grow to meet our evolving needs.
- Ability to change navigation.
- Themed design templates for quick and consistent branding and implementation
- Customization of page color/layout/functions
- Cookie crumbs
- Performs well on all major browsers (Internet Explorer, Microsoft Edge, Firefox, Safari, Chrome)
- Accessibility (508 Standards)
- Ability to create separate designs for district and schools.

WEBSITE HOSTING:

- Cloud-based
- Bandwidth pricing tiers/options
- Minimum 200 Mb of file storage, with growth factored in for future years.
- Service Level Agreement (SLA) minimum 99.9%
- SSL login
- SAML login
- Multi-factor authentication option

A. SCOPE OF SERVICES (Continued)

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ADMINISTRATION:

- Role-based security
- Granular permissions
- Approval workflows
- Bulk import
- Password-protected areas
- Activity log
- Digital media management
- Options for running reports on site usage.

IMPLEMENTATION:

- Project management assistance
- Initial setup support
- Data migration assistance included.
- Server backup
- Failover

ONGOING SUPPORT:

- Full range of customer service and support, including help throughout planning, design, installation, implementation, and post-launch
- Fast response time to client requests
- Ongoing training and resources that meet school and/or District's specific needs.
- User training in multiple formats - live, on demand, and knowledge base for reference as needed.
- Development roadmap in place
- Ability to support both site administrator and novice user.

ACCESSIBILITY/COMPLIANCE:

- Websites must be ADA compliant.
- Demonstrate services or features to monitor ongoing ADA compliance.
- Ensure privacy for all users.

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B. CONDITIONS

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1) **GENERAL**

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

B. CONDITIONS continued

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- 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.

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.

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. Successful proposer shall be an equal opportunity employer.

Successful proposer certifies the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than \$100,000, or to contractors with fewer than 10 employees. Reference Section A, Chapter 34, RSMo, Section 34.600

In the event of the Successful proposer's noncompliance with any of the above provisions, said non-compliance may be deemed a total breach of the Contract for this project and said Contract may be canceled and Successful Proposer may be (1) declared ineligible for further District Contracts for up to one year, and (2) subject to the imposition of other sanctions or remedies as provided by relevant statutes and regulations.

- j) PURCHASING PREFERENCE When contracting for any job or service, the District will give first consideration to Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises (WBE), Disability-Owned Business Enterprises (DBE), and service-disabled veteran businesses (SDVE) that are Missouri businesses or businesses that maintain Missouri offices or places of business. See § 34.074, RSMo.
- k) INSURANCE REQUIREMENTS Proposer must sign and return a copy of Attachment #1 indicating ability to meet insurance requirement levels. Details included in Attachment #1, Insurance Requirements.
- l) 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.

B. CONDITIONS - continued

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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.
 - a) **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.
 - b) **TERMINATION FOR NON-APPROPRIATION** In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Contract, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Contract by providing written notice to the successful Proposer and the District will thereby be relieved from all further obligations under the Contract.
- 3) **CONFLICT OF INTEREST** The successful Proposer must agree that under no circumstances shall a member, officer or employee of the District, the Board of Education, or the Governing Council during his/her tenure and for one year thereafter be permitted to participate in the Contract, or any part thereof, or to derive any benefits therefrom.
- 4) **INSPECTION OF RECORDS** During the term of the Contract and for a period of 36 months after the termination of the Contract, the successful Proposer shall make available for the inspection, examination and audit by the District or its agents, the records of all costs of and disbursements for providing services pursuant to the Contract, and all books, accounts, memoranda and any and all other documents of the successful Proposer or any affiliated organization, indicating and substantiating the cost of any and all expenditures related to the performance of the Contract, to assure compliance with this requirement. The successful Proposer shall grant the District access to such records upon 72 hours written notice from the District.
- 5) **INDEPENDENT CONTRACTOR** It is understood that the successful Proposer is an independent contractor supplying services to the District. Neither the successful Proposer nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever.
- a) The successful Proposer shall comply with all federal, state, and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the successful Proposer's compensation. The District shall not be construed to be the successful Proposer's employer, nor be held liable for any obligation as an employer.
 - b) 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.

C. DISTRICT RIGHTS

SSD 107-23

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 90 calendar days from the Deadline for Proposals. Should the award of the Contract be delayed in whole or in part beyond the period 90 calendar days, such award shall be conditioned upon the Proposer's acceptance.

- 4) **CONTRACT AWARD** The Contract will be awarded to that Proposer whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Proposer, cost, and other factors. The award will be subject to approval by the Board of Education.

- 5) **INTERVIEWS** After reviewing all submitted proposals, the District may conduct interviews with any, all, or none of the Proposers. Those Proposers who are interviewed will then have the opportunity to submit best and final proposals to the District. The District may, at any time, and in its sole discretion, interview any of the Proposers.

- 6) **NEGOTIATION** The District reserves the right to negotiate Contract terms with any, all or none of the Proposers. After reviewing all submitted proposals, interviewing Proposers and receiving best and final proposals from selected Proposers, the District shall begin negotiation of the final Contract terms with the Proposer whose proposal is deemed most advantageous by the District. If negotiation does not result in mutual agreement of terms, the District may commence negotiations with a second Proposer, and so on.

- a. The District reserves the right to recommence negotiations with any Proposer, regardless of whether negotiations have ceased, or the District has commenced negotiations with a second Proposer.
- b. The District reserves the right to enter into arrangements to acquire the same or competing services from other sources.
- c. The District reserves the right to negotiate final Contract terms with any Proposer, regardless of whether such Proposer was interviewed or submitted a best and final proposal.
- d. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any proposal.
- e. The District may accept any proposal as submitted whether or not negotiations have been conducted between the parties.

C. DISTRICT RIGHTS continued**SSD 107-23**

- 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.

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D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE

SSD 107-23

MINORITY AND WOMEN BUSINESS PROGRAM

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

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

Definitions

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

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

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

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

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

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

INSTRUCTIONS TO PROPOSERS

D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued SSD 107-23

Implementation of Program

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

Recommended Goal and Procedures

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

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

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

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

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

Non-Compliance and Non-Responsive

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

D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued SSD 107-23

**SPECIAL SCHOOL DISTRICT
SUBCONTRACTOR UTILIZATION FORM**

Project number/name: _____

General Contractor: _____

By signing this line, I verify all subcontractors have agreed to the work and amounts indicated below: _____

Description of work to be subcontracted	MBE/WBE/DBE/SDVE Firm Name	Subcontract Amount

SUBTOTAL: \$ _____

GRAND TOTAL: \$ _____

D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued **SSD 107-23**

**SPECIAL SCHOOL DISTRICT
SUBCONTRACTOR SOLICITATION FORM**

Project name/number: _____

Prime Contractor: _____

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

I have visited the Special School District of St. Louis County webpage to review MBE/WBE/DBE/SDVE firms registered with SSD: (initial) _____

Firm Name/Contact Person: _____

Address: _____

Contact Number(s): _____

Reason not utilized: _____

Firm Name/Contact Person: _____

Address: _____

Contact Number(s): _____

Reason not utilized: _____

Firm Name/Contact Person: _____

Address: _____

Contact Number(s): _____

Reason not utilized: _____

E. ATTACHMENT #2 USE OF SUBCONTRACTORS

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Provide the names of all consultants, experts or subcontractors who would be engaged by the Offeror for the Contract. Describe the subcontractors' expertise and application to this Contract. Provide three (3) references for each subcontractor. If not applicable, please answer N/A.

1. Name of Individual/Firm: _____
Area of Expertise: _____
Proposed Fee: _____
Application to this Contract: _____
References: _____

2. Name of Individual/Firm: _____
Area of Expertise: _____
Proposed Fee: _____
Application to this Contract: _____
References: _____

3. Name of Individual/Firm: _____
Area of Expertise: _____
Proposed Fee: _____
Application to this Contract: _____
References: _____

**F. ATTACHMENT #3
INSURANCE REQUIREMENTS**

SSD 107-23

CONTRACTOR 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 aggregate. If such CGL insurance contains a general aggregate limit, the policy shall be endorsed so that the aggregate limit applies separately to each Project authorized hereunder.
 - 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. This insurance shall apply as primary insurance 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. The alternate employer endorsement shall be attached showing DISTRICT in the schedule as the alternate employer.
 - c. Worker's compensation limits shall not be less than the statutory limits.
4. **Excess Umbrella Insurance.** Excess umbrella liability insurance with a limit of not less than \$ 1,000,000 in excess of the above liability policies.
5. If the policies require an endorsement to provide for continued coverage where there is a waiver of subrogation, the CONTRACTOR shall cause such policies to be so endorsed.
6. By requiring the insurance as set out herein, DISTRICT does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR'S liability under the indemnities provided to DISTRICT in this Agreement, or any other provision of the Contract Documents.
7. Prior to commencing the work, CONTRACTOR shall furnish DISTRICT with a certificate(s) of evidence of insurance (ACORD Form 27 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
 - a. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the cancellation provision of all certificates provided by CONTRACTOR.
 - b. 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 CONTRACTOR'S obligation to maintain such insurance.
8. DISTRICT shall have the right, but not the obligation, to prohibit CONTRACTOR from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DISTRICT.

F. ATTACHMENT #3 **SSD 107-23**
INSURANCE REQUIREMENTS continued

- 9. 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 CONTRACTOR and charge the cost thereof to CONTRACTOR.
- 10. 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.
- 11. CONTRACTOR shall provide certified copies of all insurance policies required above within ten (10) days of DISTRICT'S written request for said copies.
- 12. CONTRACTOR 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. CONTRACTOR 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.
- 13. DISTRICT reserves the right to request CONTRACTOR to obtain additional insurance and limits on individual Projects authorized hereunder. CONTRACTOR shall endeavor to obtain such insurance as soon as possible after such request and advise DISTRICT if the CONTRACTOR 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 CONTRACTOR cannot obtain such additional insurance, DISTRICT may terminate this Agreement in full or in part upon notice to CONTRACTOR.

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.

Firm Name

Signature Date

**G. ATTACHMENT #4
PROPOSER SIGNATURE SECTION**

SSD 107-23

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

Legal name (Prime Contractor)

Representative's Name

Title

Address

Telephone Number

City, State & Zip

Fax Number

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

Years in Operation

Years under current structure and/or under

Previous structure

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

Company Name

Authorized Signature/Title

Address

Telephone Number

City, State & Zip

Fax Number

**G. ATTACHMENT #4
PROPOSER SIGNATURE SECTION continued**

SSD 107-23

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	_____

H. ATTACHMENT #5
NO CONFLICT OF INTEREST **SSD 107-23**

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

I. ATTACHMENT #6 REFERENCES

SSD 107-23

Each Proposer must submit a minimum of three (3) references. Each reference must be presently using the services similar to those requested in this RFP in both quality and quantity. No reference may be an affiliate of the Proposer or the Proposer's officers, directors, shareholders, or partners.

1) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

2) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

Contact Phone Number: _____ E-Mail Address: _____

Contract Length: _____ Contract Value: _____

3) Company Name: _____

Business Address: _____

Name/Title of Contact: _____

INSTRUCTIONS TO PROPOSERS

Contract Length: _____ Contract Value: _____

J. ATTACHMENT #7 TERMINATED CONTRACTS SSD 107-23

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

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____

Contract Value: _____

Company Name: _____

Name/Title of Contact: _____

Business Address: _____

Contact Number(s): _____

Contract Length: _____

Contract Value: _____

Company Name: _____

Name/Title of Contact: _____

INSTRUCTIONS TO PROPOSERS

Contact Number(s): _____

Contract Length: _____

Contract Value: _____

K. ATTACHMENT #8 FEDERAL WORK AUTHORIZATION SSD 107-23

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District.

b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District.

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District.

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto.

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify.

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name: _____

Title: _____

For and on behalf of: _____ (company name)

K. ATTACHMENT #8 . FEDERAL WORK AUTHORIZATION continued SSD 107-23

EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 201__.

My commission expires: _____