



**Special School District  
Of St. Louis County**

**SSD 112-23**

**Invitation For  
FLEXIBLE SPENDING ACCOUNT  
& LIFESTYLE SPENDING ACCOUNT  
ADMINISTRATION**

**Request for Proposal and Guidelines for Submittal  
Issued: MARCH 20, 2023**

**PROPOSALS DUE ON OR BEFORE:**

**APRIL 10, 2023 @ 2:00 P.M.  
SPECIAL SCHOOL DISTRICT  
PURCHASING & MATERIALS DEPARTMENT  
12110 CLAYTON ROAD  
ST. LOUIS, MO 63131-2516**

**REQUEST FOR PROPOSAL**

**SSD 112-23**

SUBJECT: SSD 112-23

DATE ISSUED: MARCH 20, 2023

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: **APRIL 10, 2023**

Time: **2:00 PM CST**

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

4. District Contact Person: Trina Albright 314-989-7108 [tdalbright@ssdmo.org](mailto:tdalbright@ssdmo.org)  
314-989-7114 (fax)

Represented by: MarshMcLennan Agency – Michelle Fitter 314-594-2437

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)
- (X) EXHIBIT L Attachment 9: MMA FSA\_LSA Questionnaire Responses

6. **THE “INTENT TO QUOTE/DATA REQUEST” MUST BE SUBMITTED BY MARCH 23, 2023 TO:**

**[Shayla.Williams@MarshMMA.com](mailto:Shayla.Williams@MarshMMA.com) TO RECEIVE DATA.** Data will be sent electronically to the below contact for qualified proposers all at the same time following the Intent to Quote deadline.

**INTENT TO QUOTE/DATA REQUEST**

The Company hereby declares understanding, agreement and certification of compliance to provide the services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

On behalf of \_\_\_\_\_, I confirm we intend to respond to the **Flexible Spending Account & Lifestyle Spending Account Administration Services** Request for Proposal.

I further acknowledge that any information supplied in conjunction therewith, submitted for the intent of providing services to Special School District of St. Louis County will become the property of the Districts, and may be subject to disclosure under the Freedom of Information Act or applicable state law (known as open records law, public records law or Sunshine law, Mo. Rev. Stat. Secs. 610.010 to 610.226), regardless of any confidentiality or non-disclosure agreement (NDA) with Marsh & McLennan Agency. If required, MMA will provide an NDA for signature. Any other NDA will delay the bid process.

**SIGNATURE REQUIRED**

School District of St. Louis County		RFP No: 101-24
Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
Phone Number	Fax Number	Email Address

Data will be sent electronically via secure email or shared site. The link to access the data will be sent to the contact listed below. Please include the full contact information for one (1) person who will be receiving the data at your Company:

Contact Name: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_

**INVITATION**

**SSD 112-23**

Special School District of St. Louis County (the "District") hereby issues this Request for Proposals ("RFP") to contract for Flexible Spending Account & Lifestyle Spending Account Administration Services. The District currently offers a Health Care FSA and Dependent Care FSA plan. A Lifestyle Spending Account is being considered. It is not required to quote both an FSA and LSA. However, the preference is to have the administration with the same vendor, if possible.

It is the intent of the District is to engage in a three (3) year contract with two (2) one-year extensions, beginning January 1, 2024 through December 30,2026. Proposals must comply with all federal, state and local regulations.

**Data will be sent to the qualified bidders who complete the Intent to Bid process. All requests for interpretation or clarification to the bid must be made via email only to Shayla Williams at MarshMcLennan (MMA) ("Consultant") at [Shayla.Williams@MarshMMA.com](mailto:Shayla.Williams@MarshMMA.com) prior to the question deadline on March 29, 2023.** All questions will be responded to at the same time. Any oral communication will be considered unofficial and non-binding to the District or its Consultant. Interested companies should refrain from directly contacting the District.

All interested vendors submitting responses must provide **three (3) printed copies** in a sealed package marked with bid number **SSD- 112-23** clearly marked on the front of the envelope. Responses should be sent to the attention of Trina Albright at SSD. Please reference address on RFP cover page.

One full electronic must also be sent to [tdalbright@ssdmo.org](mailto:tdalbright@ssdmo.org) prior to the deadline.

Interested companies must submit complete proposals covering all requirements identified in this RFP package to be considered.

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 2:00 p.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 District employees regarding the RFP may result in disqualification.

**Summary of Key Dates:**

Release of Bid Solicitations	March 20, 2023
Intent to Bid Deadline	March 23, 2023
Deadline to Submit Bid Questions in Writing	March 29, 2023
Proposal Deadline	April 10, 2023 2:00 p.m. CST
Finalist Interview(s) (tentative)	May 9-12, 2023
Notification of Award of Bid (tentative)	June 28, 2023
Effective Date	January 1, 2024

**FOR ADDITIONAL INFORMATION CONTACT:**

**Trina Albright**  
**(314) 989-7108**  
[tdalbright@ssdmo.org](mailto:tdalbright@ssdmo.org)

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**GENERAL INSTRUCTIONS**

**SSD 112-23**

- Prospective Proposers are urged to read all sections very carefully. All questions must be submitted in writing via e-mail to [tdalbright@ssdmo.org](mailto:tdalbright@ssdmo.org) by March 29, 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**

**SSD 112-23**

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**

**SSD 112-23**

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.

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**A. SCOPE OF SERVICES**

**SSD 1112-23**

The Special School District of St. Louis County (SSD) is soliciting proposals for a three-year contract, with the possibility for two (2) one-year options, for Flexible Spending Account & Lifestyle Spending Account Administration Services for the employees of the District.

- It is the District's objective and desire to contract with a Company for the purposes of insuring its participants with Flexible Spending Account & Lifestyle Spending Account Administration Services.
- The successful Company shall work cooperatively with the District to develop an administrative reporting system that meets the District's administrative needs.
- The successful Company shall provide reports detailing utilization, costs and plan outcomes quarterly and upon renewal.
- The successful Company shall assist the District in preparing an annual cost benefit analysis report. Without jeopardizing confidentiality, this analysis should consider plan and participation performance.
- The successful Company will be required to attend an annual health fair and other venues in which to provide enrollment services to the District's staff, at no cost to the District.
- The successful Company will be required to provide informational material necessary to educate staff regarding the appropriate line of coverage.
- All proposals should be formatted in accordance with the following instructions for ease of comparison and evaluation. 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.
- All forms and addenda to the RFP must be signed and included with the proposal.
- Rates and prices must be firm and not be subject to change throughout the duration of the contract.
- Provide a listing of standard programs and services that are included in the base pricing arrangement as well as a listing of any additional services that are available and their applicable costs.
- Pricing indicated in the Company's proposal shall include all services necessary to cover the designated activity.
- Proposals, prices, terms and conditions shall remain firm for a period of two hundred seventy (270) days from the due date for proposals or until that time when the District takes official action on the proposals.
- The Company must be licensed to do business in the State of Missouri.
- The Company shall identify and include net of commission in its proposal.
- The District is exempt from the payment of City, State and Federal taxes. Such taxes must not be included in the proposed rate.
- The District is not subject to ERISA.
- The District complies with the privacy and electronic security standards of HIPAA and requires that the Company agrees to provide and enter into a Business Associate Agreement with the District to reflect the Company's acceptance of the HIPAA requirements.

**CRITERIA FOR SELECTION**

Proposals will be evaluated by the District and its Consultant. The following will serve as the basic criteria for the selection of the Company eventually chosen:

1. General Qualifications and Experience
2. Enrollment, Eligibility and Plan Administration
3. Member Services and Communications
4. Account Management and Reporting Services
5. Financial
6. Other / Subjective Considerations

**B. CONDITIONS**

**SSD 112-23**

1) **GENERAL**

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

**B. CONDITIONS continued**

**SSD 112-23**

- 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 of Vietnam era veteran status. The Successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, physical disability or national origin, disabled veteran status or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation: and selection for training, including apprenticeship. Successful proposer shall be an equal opportunity employer.

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 #3 indicating ability to meet insurance requirement levels. Details included in Attachment #3, 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**

**SSD 112-23**

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.

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**C. DISTRICT RIGHTS**

**SSD 112-23**

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
- 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.

**D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE**

**SSD 112-23**

**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 or the Subcontractor Solicitation Form (as applicable) provided in the bid package shall be considered Non-Responsive.

**D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued  
SSD 112-23**

**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 112-23**

**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: \$** \_\_\_\_\_

**MBE/WBE/DBE/SDVE TOTAL: \$** \_\_\_\_\_

**GRAND TOTAL: \$** \_\_\_\_\_

**Percentage of Work: MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_ **DBE** \_\_\_\_\_ **SDVE** \_\_\_\_\_

**D. ATTACHMENT #1 MINORITY/WOMEN BUSINESS ENTERPRISE, continued**

**SSD 112-23**

**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: \_\_\_\_\_

Firm Name/Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

**E. ATTACHMENT #2 USE OF SUBCONTRACTORS**

**SSD 112-23**

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.

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 112-23**

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 112-23**  
**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** **SSD 112-23**  
**PROPOSER SIGNATURE SECTION**

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

\_\_\_\_\_  
Legal name (Prime Contractor)

\_\_\_\_\_  
Representative’s Name Title

\_\_\_\_\_  
Address Telephone Number

\_\_\_\_\_  
City, State & Zip Fax Number

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

\_\_\_\_\_  
Years in Operation Years under current structure and/or under Previous structure

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

\_\_\_\_\_  
Company Name Authorized Signature/Title

\_\_\_\_\_  
Address Telephone Number

\_\_\_\_\_  
City, State & Zip Fax Number

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

**SSD 112-23**

1. Name of Proposer's Officers:

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

Addendum Number	Date Issued	Acknowledged Signature
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3. Number of Employees:

FULL TIME	_____
PART TIME	_____
TOTAL	_____

**H. ATTACHMENT #5  
NO CONFLICT OF INTEREST**

**SSD 112-23**

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 112-23**

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: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contract Length: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**J. ATTACHMENT #7 TERMINATED CONTRACTS**

**SSD 112-23**

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: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

Contract Length: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**K. ATTACHMENT #8 FEDERAL WORK AUTHORIZATION**

**SSD 112-23**

**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: \_\_\_\_\_



**K. ATTACHMENT #8 . FEDERAL WORK AUTHORIZATION continued SSD 112-23**

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\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**L. ATTACHMENT #9 . MMA FSA\_LSA QUESTIONNAIRE RESPONSES**

**SSD 112-23**

See attached Excel file titled Attachment 9 – FSA\_LSA Questionnaire Responses that was included with this RFP. The questionnaire and cost exhibits **MUST** be completed in the format requested to assist in the evaluation of the Company’s proposal.

Companies are encouraged to be complete but concise in their responses. Attachments or sample documents may be provided as supplemental information.