



**THE BOARD OF EDUCATION  
OF THE CITY OF ST. LOUIS**

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**RFP TITLE: SPED PRIVATE DAY PLACEMENT SERVICES**

**RFP #: 028-2122**

<b>DATE OF ISSUANCE:</b>	<b>December 15, 2021</b>
<b>BIDDER'S CONFERENCE</b>	<b>January 6, 2022 11:00 AM CST</b> <b>VIA ZOOM, For Meeting ID &amp; Password Email:</b> <b><a href="mailto:Ketra.Montgomery@slps.org">Ketra.Montgomery@slps.org</a></b>
<b>FINAL QUESTIONS DUE:</b>	<b>January 13, 2022, 3:00 PM CST</b>
<b>BID DUE DATE:</b>	<b>January 27, 2022, 11:00 AM CST</b> <b>Public Opening via Zoom</b> <b>Meeting ID &amp; Password: EMAIL</b> <b><a href="mailto:Ketra.Montgomery@slps.org">Ketra.Montgomery@slps.org</a></b>
<b>SUBMIT TO:</b>	<b>Procurement Office of the</b> <b>St. Louis Public Schools</b> <b>Second Floor – Cashier's Window</b> <b>801 North 11<sup>th</sup> Street</b> <b>St. Louis, Missouri 63101</b>

Number of copies required: **(5) marked “Copies”, (1) marked “Original”, and (2) electronic Portable Thumb drives.** Each original and copy **MUST** have tabs corresponding to the required sections listed in this RFP, as appropriate. **Original and copies are to be submitted in 3-ring binders or binding of some fashion.**

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## Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

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### **INTRODUCTION:**

The Board of Education of the City of St. Louis (d/b/a St. Louis Public School System), (the “District”) wishes to contract with a qualified firm(s):

To provide coordinated off-site and/or on-site educational day placement services for SLPS students as designated in their Individualized Education Program (IEP) in conjunction with the Office of Special Education administration, staff, IEPs, and RFP specifications.

The length of the contract would be July 1, 2022 through June 30, 2023 with an option to renew for two, one-year terms (July 1, 2023 - June 30, 2024 and July 1, 2024 – June 30, 2025), subject to the same provisions, terms, conditions, specifications as originally awarded.

### **NOTICE TO BIDDERS:**

Copies of this RFP **#028-2122 for SPED PRIVATE DAY PLACEMENT SERVICES** (this “RFP”) may be obtained from the District’s website at [www.SLPS.org](http://www.SLPS.org) under “Site Shortcuts”, “Procurement Department”, “RFP Bid Opportunities”, or from the Procurement Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract for **SPED PRIVATE DAY PLACEMENT SERVICES** to be entered into between the District and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

## Section 2. TENTATIVE RFP TIMELINE

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<b>Date of Issuance</b>	<b>December 15, 2021</b>
<b>Bidders Conference</b>	<b>January 6, 2022, 11:00 AM CST</b>
<b>Final Questions Due</b>	<b>January 13, 2022, 3:00 PM CST</b>
<b>Proposals Due in Procurement Department</b>	<b>January 27, 2022 at or before 11:00 AM CST</b>

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

## Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

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- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include (5) marked “Copies”, (1) marked “Original”, and (2) electronic Portable Thumb drives.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP #028-2122, SPED PRIVATE DAY PLACEMENT SERVICES**, along with the firm name and the package shall be addressed to:

**Procurement Office of the St. Louis Public Schools  
Second Floor – Cashier’s Window  
801 North 11<sup>th</sup> Street  
St. Louis, MO 63101**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **January 27, 2022 at 11:00 AM CST**. Each Proposal will be date and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.

- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made via e-mail and directed to Ketra Montgomery at [Ketra.Montgomery@slps.org](mailto:Ketra.Montgomery@slps.org). The subject of the e-mail shall be "QUESTION - RFP #028-2122". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on the District's website at [www.SLPS.org](http://www.SLPS.org) as addenda.
- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at [www.SLPS.org](http://www.SLPS.org) under "Site Shortcuts", "Procurement Department", "RFP Bid Opportunities". Interested persons or entities are encouraged to check the District's website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.
- 3.6 Awards** – All Proposal selections must be approved by the **Board of Education of the City of St. Louis** prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) **such agreement has been duly authorized and approved by the Board of Education of the City of St. Louis;** and B) **the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Board of Education of the City of St. Louis, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.**
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.9 Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Procurement, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101 or may be

found on the District's website at [www.SLPS.org](http://www.SLPS.org) under "Site Shortcuts", "Procurement Department", "Contract Template". See Attachment G for the contract template to be used with the successful vendor. The District reserves the right to revise such templates or present a contract not contained within the template forms on the District's website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.

- 3.10 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.
- 3.11 Bond (Not Applicable)** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:
- a. Licensed pursuant to the Missouri Insurance Code
  - b. Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
  - c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
  - d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
  - e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder's rating of "A-" or better and a Financial size category of Class VII or larger.
- 3.12 Prevailing Wage (if applicable)** - Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment
- 3.13 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.

- 3.14 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- 3.15 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.16 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Procurement Office of the St. Louis Public Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101.
- 3.17 No Boycott Israel** - As required by SCS/SB 739, Bidder certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the contract Term.
- 3.18 System for Award Management (SAM) Report** – SAM provides detailed, public descriptions of federal assistance listings available to State and local governments (including the District of Columbia); federally recognized Indian tribal governments, Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups, and individuals. Bidders shall submit a current SAM Report with proposal. To register visit: [www.sam.gov](http://www.sam.gov).

#### **Section 4. QUESTIONS / BIDDER’S CONFERENCE**

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- 4.1** Interested persons or entities can attend the pre-submittal bidder’s conference (the “Bidder’s Conference”). Attendance is not mandatory for responding to this RFP. At the Bidder’s Conference, a representative from the District will be available to answer **questions properly submitted in writing** pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder’s Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2** Please **RSVP via email Ketra Montgomery, Contract Compliance Specialist at [Ketra.Montgomery@slps.org](mailto:Ketra.Montgomery@slps.org)** on or before **January 5, 2022**, if you plan to attend the bidder’s conference for this RFP. The subject of the e-mail shall be “BIDDER’S CONFERENCE RSVP - RFP #028-2122”.

- 4.3** No communication shall be made with any District employee, other than Ketra Montgomery, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

## **Section 5. THE PROPOSAL**

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- 5.1** The Scope of Services for this RFP is set forth in Attachment A.

**5.2 Part I – Qualifications/Certifications/Resume and Operations Plan**

The following information must be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”

- 5.2.1** Bidders should provide detailed information addressing each of the following areas:

5.2.1.1 Licensing and certification in the field of the requested services;

5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;

5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

- 5.2.2** Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

- 5.2.3** Bid Response Elements

5.2.3.1 Entity Qualifications

5.2.3.2 References (other school districts where possible)

5.2.3.3 Brief description of entity’s experience with providing the requested services



5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)

5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

### **5.3 Part II – Cost/Pricing Proposal**

The following information must be provided in Part II of the Proposal. The Proposal should be clearly marked: “Part II – Cost/Pricing Proposal”

5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.

5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.

5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

### **5.4 Part III –Required Documents**

The following information must be provided in Part III of the Proposal. The Proposal should be clearly marked: “Part III – Required Documents”

5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit

5.4.2 Attachment D - Bidder Affirmation Form

5.4.3 Attachment E - Bidder Checklist

5.4.4 Attachment F –Non-Submittal Form – **ONLY IF DECLINING TO SUBMIT PROPOSAL**

5.4.5 Attachment G - Contract Template - Each Vendor is required to include, as part of the documents submitted with its Proposal, the actual contract the Vendor is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Vendor’s Proposal. Attached to this RFP is the SLPS contract form (See Attachment G) that must be used by each Vendor. Each Vendor must mark-up the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Vendor must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Vendor proposes to make to the SLPS contract form. All information included in a Proposal may be incorporated, at the SLPS’s sole option, into the contract to be entered into between SLPS and the successful Vendor.

5.4.6 Attachment H - W-9 & Vendor Registration Application

5.4.7 Attachment I – No Boycott Israel Certification Form

5.4.8 SAM Report – See Section 3.18

## Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

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- 6.1 Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

<b>Evaluation Criteria</b>	<b>Points</b>
The proposal clearly articulates the vendor's ability to perform the tasks related to this project in terms of providing clinicians, teachers, and or aides and meet the requirements as detailed in the scope of services	20
The vendor demonstrates understanding of the contract requirements and is an expert in the field.	20
Total Price and Cost Effectiveness of Proposal	25
The vendor has prior experience working with a large urban district and its staff	25
M/WBE Participation	10
<b>Total Points Possible</b>	<b>100</b>

- 6.2 Bid Opening** – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11<sup>th</sup> Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.
- 6.3 Evaluation** – The District will assemble a review committee to assist in evaluating all Proposals (the "Evaluation Team"). From this evaluation, the District may select a Bidder solely on the basis of submittals, or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Director of Special Education
Finance Director
Grants Manager
Special Education Administrative Staff
Procurement Representative

- 6.4 Contracting** – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

## **Section 7. MINORITY PARTICIPATION**

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- 7.1** It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women's business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

- 7.1.1 **Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
- 7.1.2 **Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
- 7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
- 7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

### **7.2 Discrimination In Employment By the District**

- 7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:
  - 7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
  - 7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard

to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder's commitment under contracts with the District.

7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

### **7.3 Minority and Women Owned Business Enterprise Policies**

7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

#### **Missouri Division of Purchasing and Material Management**

Online: For MBE's: <http://www.oa.mo.gov/>

For WBE's: <http://www.oa.mo.gov/>

Phone: (573) 715-8130

#### **City of St. Louis: Disadvantaged Business Enterprise Program**

Online: <http://www.mwdbe.org/>

Phone: (314) 551-5000

#### **St. Louis Minority Business Council**

Online: <http://www.slmhc.org/>

Phone: (314) 241-1143

## Section 8. RESERVATIONS / STIPULATIONS

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- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.
- 8.4** Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
- 8.5.1** Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2** The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the

District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

- 8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website [www.slps.org](http://www.slps.org) under "Shortcuts", "Board Policies".
- 8.5.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 8.5.9 It does not do business as or operate under any fictitious name.
- 8.5.10 It has only presented one Proposal in response to this RFP.

- 8.5.11 The Proposal is made in good faith.
- 8.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 8.5.13 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 8.5.14 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

## **Section 9. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)**

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Pursuant to Missouri Revised Statute 285.530, all Bidders 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 Bidder must affirm the same through sworn affidavit and provisions of documentation, and 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. Such agreement and affidavit is included as Attachment C to this RFP.



# **ATTACHMENT A**

## **RFP #: 028-2122 SPED PRIVATE DAY PLACEMENT SERVICES**

### **Scope of Services**

St. Louis Public Schools is soliciting proposals from organizations or individuals that are qualified and interested in providing coordinated off-site and/or on-site educational day placement services for SLPS students as designated in their Individualized Education Program (IEP) in conjunction with the Office of Special Education administration, staff, IEPs, and RFP specifications.

The length of the contract would be July 1, 2022 through June 30, 2023 with an option to renew for two, one-year terms (July 1, 2023 through June 30, 2024, and July 1, 2024 through June 30, 2025).

**1.1** Contractor shall provide all educational services required by State and Federal law to enrolled students, including special education instruction and related services, including supplementary aids and supports, as stated per IEPs.

1.1.1 Educationally based services provided are in direct correlation to the IEP.

**1.2** The contractor shall provide services at the approved site on an as needed, if needed, basis.

**1.3** The SLPS estimates, but in no way guarantees, the number of placements on the pricing page(s).

**1.4** The contractor shall provide services for students as designated by the student's IEP and approved by the Director of Special Education, or their designee. This provision includes any and all supplementary aids and services as listed on the services summary page of the IEP.

**1.5** The contractor shall be responsible for the implementation of Individual Education Programs (IEP) for each enrolled student, and shall evaluate, as necessary, the progress of each student toward the goals established by his/her respective IEP.

**1.6** The scholastic session will generally coincide with the SLPS scholastic session and in no event shall the provider contractor offer less than one thousand forty-four (1,044) hours of pupil instruction as required by MoRS 160.011 (8), as it may be amended or modified. Services are provided within the school calendar on identified days of Monday - Friday. Services should not be provided on Saturday or Sunday.

**1.7** The contractor agrees to accept payment from the SLPS as full payment for services rendered and agrees not to seek reimbursement from Medicaid, private insurance companies, or any other

healthcare agents for services provided under this contract.

**1.8** In the event of an address change, telephone number change, etc. the contractor is to contact the Director of Special Education, or their designee, Office of Special Education, Saint Louis Public Schools, 801 N. 11<sup>th</sup> Street, St. Louis, MO 63101.

**1.9** In the event of a change of partnership, sale of primary interest, or company name change, etc., the contractor is to contact the Purchasing Officer, Saint Louis Public Schools, 801 N. 11<sup>th</sup> Street, St. Louis, MO 63101.

## **2 SPECIFIC REQUIREMENTS:**

**2.1** The contractor shall establish, conduct, manage and maintain a course of instruction for students with disabilities as approved by the Missouri Department of Elementary and Secondary Education, as a part of the Individualized Educational Program (IEP) (P.L. 94-142). This service requires planning and instruction for children with disabilities and consultations, training/in-servicing with the teachers and other staff members in conjunction with the educational programs. This includes collecting data (progress charts) in conjunction with the case manager and/or other professionals as approved by the SLPS plus any other reporting requirements requested by the SLPS. The contractor shall use required forms and procedures and adhere to the reporting deadlines of the Office of Special Education.

2.1.1 The Contractor shall furnish educational services on an as needed basis for those students designated by the Director of Special Education, or designee. Those students designated will be in accordance with each student's IEP. Specific services to be performed have been agreed to by the contractor in this Request for Proposal.

2.1.2 It is understood between the parties hereto that the SLPS agrees to compensate the contractor at the designated rate agreed upon from the procurement process, for the amount of time/units approved by the Director of Special Education, for each pupil designated as referenced above.

**2.2** The contractor shall agree and understand that the person or persons designated by the contractor to provide services must be a Missouri Licensed Teacher/Provider. This certification/license must be maintained in good standing throughout the contract period. The contractor shall further agree and understand that utilizing a non-certificated teacher, or teacher aide, to provide services under this contract may result in the immediate termination of the contract at the option of the Director of Special Education or the Superintendent of the SLPS.

**2.3** The contractor shall coordinate and supervise all aspects of the services in accordance with the SLPS guidelines. The contractor is to perform any and all services assigned, consistent with the student's IEP.

**2.4** The contractor shall report and communicate directly with the Director of Special Education, Process Coordinator or Director of Grants and Compliance in the areas of, but not limited to, contract issues.

**2.5** The contractor should, but is not limited, to the following:

- 2.5.1 Consult with case managers and other professional staff relative to goals and objectives on the IEP.
- 2.5.2 Accept referrals from the Special Education Process Coordinator, Director of Special Education or designee for services as outlined on the student's IEP and in accordance with guidelines of the SLPS.
- 2.5.3 Implementing educational programs designed to improve academic performance and behavior, which shall also include behavior while transporting to and from site of service.
- 2.5.4 Contractor's academic curriculum shall substantially mirror the academic curriculum used by the SLPS. The program of instruction shall be designed to provide the student with the skills necessary to return to the regular education setting.
- 2.5.5 Participate in IEP conferences as requested by the Special Education supervisor.
- 2.5.6 Provide to the SLPS copies of required certifications/registrations, resumes/vitae, and documentation of insurance coverage. It is the responsibility of the contractor to keep updated license and insurance documentation on file with the Office of Special Education. Failure to do so may result in the immediate termination of the contract at the option of the Director of Special Education or the Superintendent of the SLPS.
- 2.5.7 Provide professional services required for the educational program for students served in the SLPS.
- 2.5.8 Agree and understand that the teacher/case manager providing services shall participate in training to become proficient in using the SLPS web-based student information and IEP system.

**2.6** The contractor shall furnish all educational records including, but not limited to, transcripts, attendance, report cards and other pertinent information upon request or if the student shall leave the agency for any reason. Transcripts must be received by the Director for Special Education ten days prior to the second semester of the student's senior year for any student nominated for graduation.

**2.7** The contractor shall not disclose any information concerning a student for any purpose not directly connected with the administration of the contract. All confidentiality guidelines set forth by the SLPS shall apply to this agreement.

2.7.1 Disclosure of Individually Identifiable Health and/or Educational Record Information. Both parties agree to the additional limitations and conditions set forth in both the HIPAA Business Associate Agreement and the Family Educational Rights and Privacy Act (FERPA) with respect to Covered Individuals' personal identifiable health and student record information created or received by Consultant in the course of performing its obligations under the Agreement, its related Appendices, Exhibits, and Attachments. If there is a conflict between this Agreement and the HIPAA and/or FERPA Business Associate Agreement, the applicable Business Associate Agreement will control, but only with respect to the subject matter of the Business Associate Agreement.

## ATTACHMENT B

### RFP #: 028-2122 SPED PRIVATE DAY PLACEMENT SERVICES

### COST / PRICING PROPOSAL

- 
1. **The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the RFP #028-2122 SPED PRIVATE DAY PLACEMENT SERVICES dated December 14, 2021.**
  2. The bidder shall state a firm, fixed price per attendance day for services provided by certificated teachers at a private agency approved by the State of Missouri, Department of Elementary and Secondary Education, Division of Special Education who shall provide services in accordance with the requirements herein:
  3. The following estimations are for the 2022-2023 regular school year term beginning July 1, 2022 through the end of the regular school term in June 2023. Extended school year units are assigned separate from the regular session. Services are to be provided at the approved location. No payment is made for students not approved for services. When the items stated in the RFP are in place, a student is approved for services. Service period may also include June, July and August Extended School Year services.
  4. \$\_\_\_\_\_ per attendance day for services at the location for the 2022-2023 regular school year.
  5. \$\_\_\_\_\_ per attendance day for 2022-2023 extended school year services.

The above amount is the maximum original daily charge for this RFP. (2022-2023)

The bidder should indicate below the areas for which their agency is approved to serve students with disabilities. Please provide documentation of such with bid.

<b>Disability Area to be Served</b>	<b>Age Range</b>	<b>Number of Certificated Staff</b>
Autism		
Deaf/Blindness		
Emotional Disturbance		
Intellectual Disability		
Orthopedic Impairment		
Other Health Impairment		
Speech or Language Impairment		
Specific Learning Disability		
Traumatic Brain Injury		
Young Child with a Developmental Delay		

EXTENDED SCHOOL YEAR SERVICES MAY BE NECESSARY. SCHEDULES ARE DETERMINED WITH THE Office of Special Education.

2. The bidder should indicate below the increase to the original (2022-2023) hourly price, in either dollars or percentage, for all applicable extension periods. If not completed, it will be assumed that the original price will be the maximum hourly price for the extensions.

**1st extension period (2023-2024)**

\$\_\_\_\_\_ per hour increase for services OR  
\_\_\_\_\_ % per hour increase for services.

**2nd extension period (2024-2025)**

\$\_\_\_\_\_ per hour increase for services OR  
\_\_\_\_\_ % per hour increase for services.

Comments:

The above firm, fixed price(s) are provided in accordance with the terms and conditions of this RFP.

---

AUTHORIZED SIGNATURE

---

DATE

**Elements of Cost / Pricing****Cost**

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total</b>	\$ _____

**6. Brief Explanation of the Services to be provided under the above cost/pricing proposal.**

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**7. Optional Proposal****Elements of Cost / Pricing****Cost**

_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total</b>	\$ _____

**8. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.**

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**Signature of Authorized Official**

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**Date**

---

**Company Name**



**ATTACHMENT C**  
**E-VERIFY AGREEMENT**

**[Name of Vendor]:**

- a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Board of Education of the City of St. Louis (d/b/a St. Louis Public School System) (“District”) prior to or contemporaneously with the execution of a contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_  
(Signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(Company Name)

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

STATE OF MISSOURI)

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public in and for such County and State, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person who executed the affidavit on behalf of said \_\_\_\_\_ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**ATTACHMENT D  
BIDDER AFFIRMATION FORM**

**RFP TITLE: SPED PRIVATE DAY PLACEMENT SERVICES**  
**RFP #: 028-2122**

NAME OF BIDDER: \_\_\_\_\_

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP # 028-2122 SPED PRIVATE DAY PLACEMENT SERVICES, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the District within three (3) days, proof of liability insurance.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

**Respectfully submitted, Authorized Official: Title** \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address**

( ) \_\_\_\_\_

**Business Telephone Number**

( ) \_\_\_\_\_

**Facsimile**

\_\_\_\_\_

**E-Mail Address**

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

**ATTACHMENT E**  
**BIDDER CHECKLIST**

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**RFP TITLE: SPED PRIVATE DAY PLACEMENT SERVICES**

**RFP #: 028-2122**

- ( ) Submitted all information as requested.
- ( ) Received \_\_\_\_\_ number of addendum(s).
- ( ) Submitted one (1) original, (5) copies and two (2) electronic Proposal on Portable Thumb Drives.
- ( ) Signed Federal Work Authorization Program Agreement.
- ( ) Signed and notarized Federal Work Authorization Program agreement and affidavit
- ( ) Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- ( ) Signed and dated Cost / Pricing Proposal.
- ( ) Clean and Marked Copies of the SLPS Contract Form
- ( ) No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- ( ) Current Certificate of Insurance.
- ( ) Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- ( ) Submitted state tax identification number. \_\_\_\_\_
- ( ) Submitted a copy of a System For Award Management (SAM) Status Report: [www.sam.gov](http://www.sam.gov)
- ( ) Submitted No Israel Boycott Certification Form
- ( ) Submitted Completed W-9 Form & Vendor Registration Application

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**Signature of Authorized Official**

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**Date**

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**Company Name**

**ATTACHMENT F**  
**NON-SUBMITTAL RESPONSE FORM**

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**RFP TITLE: SPED PRIVATE DAY PLACEMENT SERVICES**

**RFP #: 028-2122**

**NOTE TO BIDDER:**

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

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Please indicate your reason for responding with a "non-submittal":

- ☐ Unable to meet the requirements for this project.
- ☐ Unable to meet the timeframe established for start and/or completion of the project.
- ☐ Received too late to reply. Received on \_\_\_\_\_.
- ☐ Please remove our company's name from receiving similar type solicitations.
- ☐ Other: \_\_\_\_\_  
\_\_\_\_\_

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Your response will be given careful consideration, and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

---

**Authorized Signature**

**Title**

**Date**

---

**Name of Company / Consultant**

---

**Company Address**

( ) \_\_\_\_\_

**Business Telephone Number**

( ) \_\_\_\_\_

**Facsimile**

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**E-Mail Address**

**ATTACHMENT G**  
**CONTRACT TEMPLATE**  
**RFP TITLE: SPED PRIVATE DAY PLACEMENT SERVICES**  
**RFP No: 028-2122**

**For ATTACHMENT G: CONTRACT TEMPLATE: visit <https://www.slps.org/Page/1134>.**

**The remainder of this page is intentionally left blank.**

**ATTACHMENT H**  
**W-9 AND VENDOR REGISTRATION**

To access the W-9 AND SLPS online VENDOR REGISTRATION: visit the link, <https://www.slps.org/Page/1131> to complete the forms.

The remainder of this page is intentionally left blank.

**ATTACHMENT I**  
**NO ISRAEL BOYCOTT CERTIFICATION FORM**

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**RFP TITLE: SPED PRIVATE DAY PLACEMENT SERVICES**  
**RFP No: 028-2122**

Effective July 13, 2020, a Missouri governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract (MO. Gov't Code SCS/SB 739)

SCS/SB 739 - This act creates the "**Anti-Discrimination Against Israel Act**". Under this Act, public entities are prohibited from entering into certain contracts with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of goods or services from the State of Israel or any company, or person or entity, doing business with or in the State of Israel. Any contract failing to comply with the provisions of this act shall be void against public policy.

This Act does not apply to contracts with a total potential value of less than \$100,000 or to contractors with fewer than 10 employees.

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

Yes, we acknowledge and comply with the following:

☐ **NO ISRAEL BOYCOTT CERTIFICATION**

Vendor Name: \_\_\_\_\_

Printed Name of Authorized Company Official: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_