



ROCKWOOD SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No.: RFP201719ECHSE

Title: Therapist Services for Early Childhood Students

Issue Date: March 15, 2017

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide professional therapist services for students as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 4:00 p.m., CDT, on March 29th, 2017. Proposals submitted after that time and date will be rejected and returned.

PROPOSALS SHALL BE SUBMITTED TO:

Director of Early Childhood
Rockwood School District
2730 Valley Road
Chesterfield, Missouri 63005-6920

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Director of Purchasing
Rockwood School District
111 East North Street
Eureka, Missouri 63025
Tel. No. 636.733.2032
Fax No. 636.938.2251
Email: sloanwilliam@rsdmo.org

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.



Important Dates

RFP Issue Date:	March 15, 2017
Optional Pre-proposal Meeting	March 22, 2017 at 9:30 AM CT
Deadline for submittal of questions	March 24, 2017
Proposal Due Date	March 29, 2017 at 4:00 PM CT
BOE Approval Date	April 20, 2017
Contract Commencement Date	July 1, 2017

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I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves over 22,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs approximately 3,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at www.rsdkmo.org.

The purpose of this RFP is to select a vendor or vendors that can provide temporary staff with professional certifications for speech language pathology and diagnostics, occupational therapy, and physical therapy. These professionals will service pre-k students with supervision and direction provided by the Early Childhood Center Director. Job descriptions for each position are provided as part of this RFP in exhibits A., B., and C. It is anticipated the services will be required over a three year term beginning August 1, 2017 and ending July 31st, 2020. A contract will be required. Therapist will be requested based upon need of the center and to replace staff temporarily due to long term absences or leaves.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit two (2) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: “**RFP201719ECHSE**”. The electronic version of the proposals will be emailed to Director of Purchasing at sloanwilliam@rsdkmo.org. Hardcopy proposals shall be delivered to:

Director of Early Childhood
Rockwood School District
2730 Valley Road
Chesterfield, Missouri 63005-6920

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 4:00 PM CDT ON March 29, 2017. Proposals submitted after that time and date will be rejected and returned.

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.



- C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):
- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
 - (2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
 - (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
 - (4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
 - (5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
 - (6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided.
 - a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (pard) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the district for card acceptance.
 - b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.
- D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.
- E. Proposers must provide evidence or statement regarding the financial condition and stability of their company.
- F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.
- G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.



3. PRE-PROPOSAL CONFERENCE - OPTIONAL

A pre-proposal conference will be held for all interested Proposers at 9:30 AM on March 22, 2017, at the Clarkson Early Childhood Center located at 2730 Valley Road, Chesterfield, Mo. 63005. At that time any questions or issues related to the RFP will be addressed. Attendance by Proposers is encouraged, but attendance is not mandatory or required.

4. AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

5. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

6. PROPOSALS 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.

7. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

8. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

9. RFP INTERPRETATION



Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

10. PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

11. CONTRACT

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by April 20th. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

12. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

- Comprehensive General Liability - \$ 1,000,000 per person per occurrence
(Including Contractual Liability)
 - \$ 1,000,000 property damage per occurrence
 - \$ 1,000,000 aggregate all claims per occurrence
- Workers' Compensation - As required by applicable law
- Employer's Liability - \$ 1,000,000 per occurrence
- Automotive Liability - \$ 1,000,000 per occurrence
- Professional Errors and Omissions - \$ 1,000,000 per occurrence

13. TAXES

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

14. NO PARTICIPATION



The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

15. USE OF INFORMATION

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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II. DESCRIPTION OF SERVICES

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide student services listed in the job descriptions contained herein. The District intends to contract with the successful Proposer(s) to provide services to pre-K early childhood students included in each job description. Temporary staff will typically be hired to replace a Rockwood staff member that is on an extended leave or absence and will be required to provide services based upon the schedule of the staff member.

SPECIFIC SERVICES:

The successful Proposer will be able to provide temporary staff licensed and certified in the following areas:

Exhibit A. Occupational Therapist

Exhibit B. Physical Therapist

Exhibit C. Speech-Language Pathologist Diagnostician

Note some job responsibilities may only apply to a Rockwood employee as deemed appropriate by Early Childhood Director.

Please indicate if staff is currently employed at your company and provide credentials of each person applicable to each position. Names of staff members are not necessary.

III. COST OF SERVICES

	Hourly Rates		
Position	Year 1	Year 2	Year 3
Occupational Therapist			
Physical Therapist			
Speech Language Pathologist			



ROCKWOOD SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE:	Early Childhood - Occupational Therapist School Term - (190-Day Contract)
STATUS: REPORTS TO:	Director Early Childhood Education
POSITION SUMMARY:	Identifies specific delays or deficits in the development process, assesses physical limitations and provides intervention programs to establish the foundations essential to the learning process.

ESSENTIAL FUNCTIONS:

1. Requires travel to work sites within the District.
2. Requires movement about and within a department.
3. Reads and interprets test results.
4. Secures student's adaptive equipment.
5. Administers tests and diagnostic procedures.
6. Provides written procedures for plan preparation and implementation.
7. Discusses individual student program with teachers, principals, and parents.
8. Reports testing information at meetings.
9. Conducts individual or group meetings.
10. Observes and evaluates student performance.
11. Observes students to evaluate health problems.

PHYSICAL DEMANDS (Strength)

- Exerts 20 to 50 pounds of force occasionally, and/or
- Exerts 10 to 25 pounds of force frequently, and/or
- Exerts greater than negligible up to 10 pounds constantly.

JOB RESPONSIBILITIES:

- Evaluates students for physical limitations, developmental delays, sensory-motor dysfunction, perceptual-motor abilities, self-help skills, functional daily living skills and adaptive equipment needs; and develops and administers educational programs based on evaluation skills.
- Participates in staffing, building meetings, parent programs and conferences; and maintains professional relationships with students, colleagues, parents and the general public.
- Interprets test and diagnostic findings to parents, teachers, students, and other entitled parties.
- Supervises Occupational Therapy Students if the need arises.
- Evaluates treatment effectiveness through observation, testing and communications.
- Maintains student records; prepares end-of-the-year reports on student performance and prepares other reports as requested.
- Provides consultation to teachers, assistants and aides regarding individualized handling and positioning techniques, adaptive equipment, materials and programs as needed.
- Provides training for educational staff and supervises programs conducted by educational staff.
- Recommends or fabricates adaptive equipment for ADL (activities of daily living) needs, for communication, and for individualized classroom seating. Monitors utilization of prosthetics, orthotics and adaptive appliances.
- Attends IEP and other student conferences when possible and develops individualized goals and objectives for assigned students.



- Provides home programs for parents/guardians when appropriate.
- Inspects equipment and reports items in need of maintenance or repair to appropriate staff to ensure student safety and wellbeing.
- Maintains inventory of materials and supplies; and submits requisitions as needed.
- Participates in district and/or special interest meetings as appropriate.
- Participates in continuing education and professional conferences and workshops to keep abreast of current treatment methods and to disseminate information to other disciplines.
- Assists with orientation of new staff members.
- Serves on committees making recommendations to department head.
- Performs such other tasks as assigned by supervisor.

QUALIFICATIONS:

- Bachelor's Degree in occupational therapy.
- Licensed as required by State of Missouri standards.
- Ability to work with students in a caring manner.
- Knowledge of current research and trends in effective methods of Early Childhood programs for special needs students.

The above statements may not describe the entire job, but are intended to describe the general nature, essential functions, and level of qualifications and skills required for the position.

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ROCKWOOD SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Early Childhood–Physical Therapist

STATUS: School Term – (190-Day Contract)

REPORTS TO: Director of Early Childhood Education

POSITION SUMMARY: Identifies specific delays or deficits in the development process, assesses physical limitations and provides intervention programs to establish the foundations essential to the learning process.

ESSENTIAL FUNCTIONS:

1. Requires travel to work sites within the District.
2. Requires movement about and within a department.
3. Reads and interprets test results.
4. Secures student's adaptive equipment.
5. Administers tests and diagnostic procedures.
6. Provides written procedures for plan preparation and implementation.
7. Discusses individual student program with teachers, principals, and parents.
8. Reports testing information at meetings.
9. Conducts individual or group meetings.
10. Observes and evaluates student performance.
11. Observes students to evaluate health problems.

PHYSICAL DEMANDS (Strength)

- Exerts 20 to 50 pounds of force occasionally, and/or
- Exerts to 25 pounds of force frequently, and/or
- Exerts greater than negligible up to 10 pounds constantly.

JOB RESPONSIBILITIES:

- Evaluates students for physical limitations, developmental delays, sensory-motor dysfunction, perceptual-motor abilities, self-help skills, functional daily living skills and adaptive equipment needs; and develops and administers educational programs based on evaluation skills.
- Participates in staffing, building meetings, parent programs and conferences; and maintains professional relationships with students, colleagues, parents and the general public.
- Interprets test and diagnostic findings to parents, teachers, students, and other entitled parties.
- Supervises Physical Therapy Students as the need arises.
- Evaluates treatment effectiveness through observation, testing and communications.
- Maintains student records; prepares end-of-the-year reports on student performance and prepares other reports as requested.
- Provides consultation to teachers, assistants and aides regarding individualized handling and positioning techniques, adaptive equipment, materials and programs as needed.
- Provides training for educational staff and supervises programs conducted by educational staff.
- Recommends or fabricates adaptive equipment for ADL (activities of daily living) needs, for communication,



and for individualized classroom seating. Monitors utilization of prosthetics, orthotics and adaptive appliances.

- Attends IEP and other student conferences when possible and develops individualized goals and objectives for assigned students.
- Provides home programs for parents/guardians when appropriate.
- Inspects equipment and reports items in need of maintenance or repair to appropriate staff to ensure student safety and wellbeing.
- Maintains inventory of materials and supplies; and submits requisitions as needed.
- Participates in district and/or special interest meetings as appropriate.
- Participates in continuing education and professional conferences and workshops to keep abreast of current treatment methods and to disseminate information to other disciplines.
- Assists with orientation of new staff members.
- Serves on committees making recommendations to department head.
- Performs such other tasks as assigned by supervisor.

QUALIFICATIONS:

1. Bachelor's Degree in physical therapy or Master's Degree if graduated after December 31, 2002.
2. Licensed as required by State of Missouri standards.
3. Ability to work with students in a caring manner.
4. Knowledge of current research and trends in effective methods of Early Childhood program for special needs students.

The above statements may not describe the entire job, but are intended to describe the general nature, essential functions, and level of qualifications and skills required for the position.

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ROCKWOOD SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Speech-Language Pathologist Diagnostician

STATUS: 190-Day Contract

REPORTS TO: Director of Early Childhood Special Education

POSITION SUMMARY: To provide each learner an educational program that enhances the students' abilities to learn and reach fullest potential.

ESSENTIAL FUNCTIONS: (*)

(*) When a specific assignment has additional or different ESSENTIAL FUNCTION requirements, the differences will be discussed at the time of assignment.

1. Requires independent travel to work sites within the district. (Mobility)
2. Meets with students and parents outside the instructional day. (Mobility)
3. Reads and interprets correspondence, reports, legal documents, etc. for administrative purposes. (Reading Requirement)
4. Administers tests and diagnostic procedures. (Dexterity)
5. Provides written procedures for plan preparation and implementation. (Writing Requirement)
6. Discusses individual student programs with teachers, principals and parents. (Communicating Requirement)
7. Observes and evaluates student performance. (Sight Requirement)
8. Prepares and proof reads test reports. (Sight Requirement)

Physical Demands (Strength)

- Exerts 20 to 50 pounds of force occasionally, and/or Exerts 10 to 25 pounds of force frequently, and/or
- Exerts greater than negligible up to 10 pounds of force constantly.

JOB RESPONSIBILITIES:

- Identifies and evaluates the needs of learners, determines the caseload and schedules instruction at assigned locations.
 - Diagnoses and evaluates students disability as a member of a multi-disciplinary diagnostic team.
 - Re-evaluates the learning strengths and weaknesses of students on a regular basis.
 - Develops and implements an IEP (individual education plan) to meet the individual's needs.
 - Creates an environment that is appropriate to the maturity of the student and conducive to learning.
 - Establishes and communicates to the student clear objectives for lessons, units, and projects.
 - Provides at assigned station, written evidence of program preparation.
 - Encourages students to set and maintain appropriate standards of behavior.
 - Administers, interprets, and records standardized tests for students' files.
 - Employs a variety of instructional techniques which are compatible with the physical space limitations and the needs and capabilities of the individuals or student groups involved.
 - Implements the District's educational philosophy by selection of instructional goals and objectives.
 - Regularly assesses student accomplishments and provides progress reports as required.
 - Takes reasonable and necessary precautions to protect students, equipment, materials, and facilities.
 - Maintains complete records as required by law, district policy, and administration regulation.
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- Assists the administration in implementing district rules and policies on student conduct, develops classroom rules on behavior and procedures, and maintains fair and just order in the classroom.
 - When required or requested, makes self available to students and parents outside the instructional day for education related purposes.



- In cooperation with the principal and/or coordinator, plans, supervises, and evaluates assigned teacher assistants and/or aides.
- Strives to maintain and improve professional competence.
- Attends staff meetings and serves on staff committees as required.
- All other duties as assigned by Coordinator of Early Childhood, Special Education.

QUALIFICATIONS:

1. Teaching experience in schools or other comparable setting working with speech-language/problems.
2. Master's Degree or License issued by the State Board of Registration for the Healing Arts.
3. Speech Specialist certificate issued by the State Board of Education

The above statements may not describe the entire job, but are intended to describe the general nature, essential functions, and level of qualifications and skills required for the position.

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IV. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about July 1, 2017 and complete the services on or about June 30, 2020 for a term of approximately three years. The District may consider the addition of two optional 12 month extensions for a total term of 5 years. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

3. REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 4 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

4. INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.



- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

5. TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

6. INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

7. GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

8. REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Director of the Early Childhood Center and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services.



Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

9. ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

10. LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

11. CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

12. INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other

fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.



13. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

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ACKNOWLEDGEMENT FORM
(Complete and return as part of your proposal)

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or 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.

Company Name	Representative's Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address

Years in Operation	Years under current structure and/or under previous structure
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1) Name of Company's Officers:

NAME

TITLE

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

Addendum

Date

Number

Date Issued

Acknowledged

Signature

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

Company Officer's Name

Signature

Date



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 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: _____

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

NOTARY PUBLIC

My commission expires: