

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**RFP No.: RFPCIOSB1718**

**Title: Classroom projector, SMART board and audio system installs and replacements**

**Issue Date: June 5, 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 consulting and planning services 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 June 19, 2017. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Director of Technical Support Services

Rockwood School District

1955A Shepard Road

Wildwood, Missouri 63038

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

Director of Technical Support Services

Rockwood School District

1955A Shepard Road

Wildwood, Missouri 63038

Tel. No. 636.733.1103

Email:ketringdeborah@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.

**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 over 2,500 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.rsdmo.org](http://www.rsdmo.org).

The RFP covers two areas. First, the District is seeking to contract with a vendor for the replacement of inoperable video projectors, SMART boards and classroom audio systems. The contract will run for one year upon approval by the RSD Board of Education.

**2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, proposers must submit three (3) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or typewritten, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFPCIOSB1718.** Proposals shall be delivered to:

Coordinator of Technical Support Services

Rockwood School District

**RFPCIOSB1718**

1955A Shepard Road

Wildwood, Missouri 63038

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 4:00 PM CDT ON June 19, 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.

D. Proposers must provide evidence or information as to their financial condition and stability.

E. 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.

F. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. RFP INTERPRETATION**

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

**9. 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, except as clearly stated in the proposal, will be permitted during the term of the contract.

**10. 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 July 20, 2017. 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.

1. **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.

**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 the services described herein. The District intends to contract with the successful Proposer to provide advice and consultation to the District about the services to be provided, related matters, and related reasonable costs.

**Pricing Agreement Specifications**

* **SMART Boards:**
  + **Rockwood School District (RSD) is seeking responses from qualified vendors that are interested in supplying and installing projectors and SMART Boards and providing pre and post sales support through an annual Education Pricing Agreement. Vendor must be an authorized SMART reseller.**
* **EPSON Projectors:**
  + **Rockwood School District (RSD) is planning on purchasing EPSON video projection units for installation with SMART boards and in some cases on a stand alone basis (with a screen in place of a SMART board). Most of these projectors will be replacements for existing installations. Vendor must be an authorized EPSON reseller.**
* **Achiever Classroom Audio Systems:**
  + **In addition, Rockwood School District (RSD) is planning on purchasing “Achiever Classroom Audio Systems” made by Audio Enhancement. System pricing should include all necessary installation and equipment including microphones, receivers, speakers, wiring etc., in order for the system to function properly. Vendor must be an authorized Audio Enhancement or reseller.**

**It is the responsibility of the vendor to clearly identify all costs associated with your proposal as well as any additional services or support you are including.**

**Additional Specifications**

**Installation Equipment Specifications (alternate equipment must meet or exceed specifications below):**

|  |  |  |
| --- | --- | --- |
| QTY | Manufacturer/Model | Description |
| **Projector Specifications** | | |
| 1 | PowerLite 97H | Projector |
| 1 | EPSON | Extra year Depot Service (for a total of 3) |
| 1 | PowerLite 525W | Projector |
|  | Brightlink Pro 695Wi | Projector |
|  | | |
| **Projector Installation Equipment Specifications** | | |
| 1 | Panelcrafters/Panduit | Custom double gang, silk-screened input wall plate with a/v/ connectors for one computer (VGA), RCA video/audio source, and HDMI source |
|  | Panduit | Wall tracking, corners, drop ceiling fitting, etc. |
| 1 | Cable | 20’ flexible rated plenum VGA cable (male to male) |
| 1 | Cable | 20’ shielded plenum audio cable (3.5 mm) for connection of projector to computer audio. |
| 1 | Cable | 20’ RCA plenum video cable for video connection from VCR/DVD to projector |
| 1 | Cable | 20’ RCA plenum audio cable (L/R) for audio connection from VCR/DVD to projector |
| 1 | Cable | RCA Y cable to 3.5 MM for connection of VCR/DVD audio to projector |
| 1 | Cable | 20’ HDMI plenum cable for connection to HDMI source |
| 1 | Cable | 10’ shielded VGA cable from wall plate to splitter |
| 1 | Video splitter | (as required – do not include in base cost) 1 VGA/XGA DA, 345 MHZ for splitting image from computer to monitor and projector |
| 1 | Cable | Computer audio Y-cable for splitting audio signal from computer to computer speakers and projector audio system |
| 1 | Cable | 10’ stereo mini cable for connecting from Y to faceplate audio jack |
| 1 | Cable | 10’ RCA Video cable for connecting VCR/DVD to wall plate |
| 1 | Cable | 10’ RCA Audio cable (L/R) for connecting VCR/DVD to wall plate |
| 1 |  | Universal wall mount EPSON model V12H003Z27 |
| **SMART Board Equipment Specifications** | | |
| 1 | SMART Board | SBM680 model |
| 1 | SMART cabling | Ability to connect to computer within 15 ft of SMART board. |

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| Audio System Specifications | | |
| 1 | Audio Enhancement – Sentinel System | One 50W amplifier/receiver  One handheld microphone/transmitter  One teardrop pendant style transmitter/microphone with remote volume control  One dome sensor  Four ceiling speakers  Four speaker cables  One sensor cable  One plug in charger for handheld and teardrop microphone.  Five year warranty on transmitter, receiver/amplifier, and speakers  Shelf/mount for receiver for mounting to a wall (amplifier will be physically attached to the shelf) |
| **NOTE: Please include any additional hardware/cabling required for a functional installation (ie. rings, anchors, etc).** | | |

**Mandatory Installation Requirements**

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| **Please initial next to each item verifying that your company can meet these requirements. If there are areas that your company cannot support, the item may be negotiated if your bid is accepted.** | Can Fully Comply | Can Partially Comply | Cannot Comply |
| SMART Board/Projector installs |  |  |  |
| 1. Cabling must meet or exceed specifications of cabling listed above. |  |  |  |
| 1. Cost includes ceiling height not to exceed 10’ with no more than 3’ clearance between the drop ceiling grid work and support structure/girders. |  |  |  |
| 1. Cabling will either be installed behind the wall or in secured Panduit tracking. (tracking will have additional anchors in addition to standard adhesive.) |  |  |  |
| 1. Connect cables from computer to wall plate and SMARTBoard. |  |  |  |
| 1. Connect cables to projector. |  |  |  |
| 1. Align projector to SMARTBoard. |  |  |  |
| 1. Connect cables from VCR/DVD to wall plate (if VCR/DVD available) |  |  |  |
| 1. Install projector mount and projector per code regulations with a standard distance to accommodate SMART Board (even if room isn’t including SMART Board). |  |  |  |
| 1. Install all wiring per code regulations. |  |  |  |
| 1. Remove trash from room and place refuse in the school/building dumpster. |  |  |  |
| 1. Clean and sweep up debris from areas of installation. |  |  |  |
| 1. Projector A/V Mute must be set to “Blue” Screen. |  |  |  |
| 1. Projector set to low brightness for extended bulb life. |  |  |  |
| 1. Installation of SMART Board must include all necessary mounting hardware and cabling. |  |  |  |
| 1. Final completion of installation will be signed-off by responsible teacher, school administrator, or technology department representative. |  |  |  |
| 1. Supplier must be factory-authorized dealer of manufacturer/model being bid. |  |  |  |
| 1. Vendor must have technicians on staff to support equipment problems and troubleshoot issues. |  |  |  |
| 1. Vendor must be a St. Louis county licensed low-voltage contractor. |  |  |  |
| 1. Vendor will not sub-contract work. Vendor has staff available to complete work. |  |  |  |
| 1. All manuals/documentation, parts, tools and extra cabling must be left in the classroom for the school technician. |  |  |  |
| 1. Mounted Projectors and SMART Boards must have adhesive label attached (viewable from the ground) annotating company name, type of projector, serial number of equipment and install date. |  |  |  |
| 1. Service expectations after the sale: |  |  |  |
| * 1. On-site support for equipment issues with a response expectation within 24 hours. |  |  |  |
| * 1. Serve as processor for manufacture warranty claims to include freight charges or delivery to site location. |  |  |  |
| * 1. SMART certified trainer on staff to provide one 2-hour train the trainer session every quarter on use of the SMART Board, Notebook software, and general use of projector. |  |  |  |
| 1. After vendor/district walk-through, any price variations calculated will be sent to the district in a document noting the price variation and reasons for the change in price within 5 business days. |  |  |  |
| 1. Expectation that vendor install equipment within 3 weeks of receipt of purchase order. Vendor is to send an updated schedule of installs every two weeks (not required when no orders are pending). |  |  |  |
| Audio System Installs |  |  |  |
| 1. Cost includes mounting speakers in ceiling tiles or attaching to ceiling structure, installing bracket or shelf to wall and attaching amplifier to the bracket or shelf. |  |  |  |
| 1. Cabling will either be installed behind the wall or in secured Panduit tracking. (tracking will have additional anchors in addition to standard adhesive.) |  |  |  |
| 1. If installed at same time as SMART Board, connect receiver/amplifier to projector with plenum rated cable to allow volume control through the projector. |  |  |  |
| 1. Install all wiring per code regulations. |  |  |  |
| 1. Remove trash from room and place refuse in the school/building dumpster. |  |  |  |
| 1. Clean and sweep up debris from areas of installation. |  |  |  |
| 1. Final completion of installation will be signed-off by responsible teacher, school administrator, or technology department representative. |  |  |  |
| 1. Supplier must be factory-authorized dealer of manufacturer/model being bid. |  |  |  |
| 1. Vendor must have technicians on staff to support equipment problems and troubleshoot issues. |  |  |  |
| 1. Vendor must be a St. Louis county licensed low-voltage contractor. |  |  |  |
| 1. All manuals/documentation and extra cabling must be left in the classroom in a labeled envelope provided by the Rockwood School District. |  |  |  |
| 1. Service expectations after the sale: |  |  |  |
| * 1. On-site support for equipment issues with a response expectation within 24 hours. |  |  |  |
| * 1. Serve as processor for manufacture warranty claims to include freight charges or delivery to site location. |  |  |  |
| 1. After vendor/district walk-through, any price variations calculated will be sent to the district in a document noting the price variation and reasons for the change in price within 5 business days. |  |  |  |
| 1. Expectation that vendor install equipment within 3 weeks of receipt of purchase order. Vendor is to send an updated schedule of installs every two weeks (not required when no orders are pending). |  |  |  |

## BID RESPONSE FORM

Rockwood School District will generally place orders as described in the following 5 options.

###### Option 1 (SMART Board with wall-mounted EPSON 525W)

Option 1 will consist of a ceiling mounted projector with a built-in sound system. All projectors will be mounted at a distance required for appropriate projection on a SMART Board.

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| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| Wall-Mounted Projector | Epson 525W | Epson 525W |  |
| Short-Throw Wall Mount | Epson ELPMB45 | Epson ELPMB45 |  |
| Cabling | All (audio, video) cables to connect the Projector and SMART Board to a PC and VCR/DVD (assume a distance of 15 ft between SMART Board and Computer) - VGA, RCA video/audio source, and HDMI |  |  |
| SMARTBoard | SMART Board SBM680 | SMART Board SBM680 |  |
| Additional Sound System | OWI Speakers | AMP602W |  |
| Over the board bracket | Peerless Industries Wall Mount | IWB600-WB |  |

###### Option 2 (Wall-mounted Epson Brightlink 695 Wi)

Option 2 will consist of a ceiling mounted projector with a wall-mounted sound system. All projectors will be mounted at a distance required for appropriate projection on a Da-Lite IDEA Board 87” diagonal, 46”x73.5”, projection and dry erase capable

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| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| Wall-Mounted Projector | Epson Brightlink 695 Wi | Epson Brightlink 685 Wi and Mount |  |
| Wall Mount | Ultra-Short Throw Wall Mount | Epson ELPMB46 |  |
| Cabling | All (audio, video) cables to connect the Projector and SMART Board to a PC and VCR/DVD (assume a distance of 15 ft between SMART Board and Computer) - VGA, RCA video/audio source, and HDMI |  |  |
| Da-Lite | Da-Lite IDEA Board 87” diagonal, 46”x73.5”, projection and dry erase capable | Da-Lite Idea Board 87” diagonal - Mfg. Part: 71839 |  |
| Additional Sound System | OWI Speakers | AMP602W |  |
| Over the board bracket | Peerless Industries Wall Mount | IWB600-WB |  |

###### Option 3 (Replace existing 580 SMART Board with a SBM680 SMART Board)

Option 3 will consist of replacing an existing 580 SMART board with a SBM680 SMART board. Install USB cabling, adjust and align ceiling mounted projector.

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| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| SMARTBoard | SMART Board SBM680 | SMART Board SBM680 |  |

###### Option 4 (Replace a ceiling mounted projector with a wall-mounted projector)

Option 4 will consist of replacing a ceiling mounted projector with a wall-mounted projector. Re-routing cabling to the existing wall-plate. All projectors will be mounted at a distance required for appropriate projection on a SMART Board.

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| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| Wall-Mounted Projector | Epson 525W | Epson 525W |  |
| Cabling | All (audio, video) cables to connect the Projector and SMART Board to a PC and VCR/DVD (assume a distance of 15 ft between SMARTBoard and Computer) - VGA, RCA video/audio source, and HDMI |  |  |
| Additional Sound System | OWI Speakers | AMP602W |  |

###### Option 5 (Portable Projector)

Option 5 will consist of portable projector with standard cables that come with the projector.

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| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| Projector | Epson 97H | Epson 97H |  |
| Projector | Epson 525W | Epson 525W |  |

###### Option 6 (Achiever Audio System)

Option 6 will consist of portable projector with standard cables that come with the Epson 97H or equivalent.

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| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| Audio System (installed at same time as SMART Board install) | Audio Enhancement – Sentinel System | Audio Enhancement – Sentinel System |  |
| Audio System (installed by itself) | Audio Enhancement – Sentinel System | Audio Enhancement – Sentinel System |  |

**Additional Options**

The following options are available and include an additional charge, as detailed below:

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| --- | --- | --- | --- |
| **Item** | Rockwood Specifications | **Manufacturer & Specifications** | **RSD Unit Cost (to include shipping and handling)** |
| Additional Sound System installed on a pre-installed projector | OWI Speakers | AMP602W |  |
| Extend warranty on projector an additional year (total of 4 years) | Extended contract – 4 year total |  |  |
| Installation of projector/SMART Board outside of normal business hours (7:30-4:30) in addition to cost of normal business hour installs |  |  |  |
| Installation of projector/Da-Lite screen outside of normal business hours (7:30-4:30) in addition to cost of normal business hour installs |  |  |  |
| Installation of classroom audio system outside of normal business hours (7:30-4:30) in addition to cost of normal business hour installs |  |  |  |

1. **WARRANTY REQUIREMENTS**

Please provide warranty information for all products bid.

1. **DELIVERY REQUIREMENTS**

Installations must occur within 30 days after PO is delivered. Failure to meet deadlines will result in the vendor being required to provide 2% per month of the undelivered quantity at no additional cost to RSD. In addition, vendor may be required to work overtime and/or shift differential at no additional cost to RSD, if necessary, to meet the expected deadlines.

* + 1. **INSTALLATION/TESTING PROCEDURES**
* Installation/Testing of SMART Board shall be as follows:

It is the Vendors responsibility to provide all mounting hardware and cabling for SMART Boards, Projectors and screens. Cabling will need to be long enough to connect a SMART board and a PC located within 15’.

The SMART Board will be installed 36” from the floor for all High school and Middle Schools and it will be installed 31” from the floor for all Elementary schools. The cable from the SMART Board to the PC will be mounted in a secure manner that will pass any or all inspections. The cable to the SMART Board will be tested by verifying that the PC will connect to the SMART Board.

* Installation/Testing of Projector shall be as follows:

The projector will be mounted at a distance from the SMART Board/Screen based on the specifications of the projector. The Vendor shall test the projector for proper alignment and size on either the SMART Board or the screen. All cabling will be tested to verify that it works and the method of testing will include running video and audio signals through all cabling that was installed as part of this project.

* Installation/Testing of classroom audio system shall be as follows:

The audio system will be installed with speakers/wiring mounted in the ceiling. Receiver will be mounted on a shelf at a designated location within the room. The Vendor shall test the audio system to ensure it is functioning as designed.

**III. 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 22, 2017 and continue until June 30, 2018. 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 re-perform 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 County 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 Chief Information Officer or Chief Financial Officer 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 employee any unauthorized aliens under this agreement.