



## ROCKWOOD R-VI SCHOOL DISTRICT REQUEST FOR PROPOSALS

**RFP No.: RFPCIO-DRSITE-P2P-2018-2023**

**Title: DR/BusinessContinuity service 2018-2023**

**Issue Date: December 15, 2017**

This document constitutes Rockwood School District's (hereafter called the "District" or "Rockwood") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms, corporations, or other organizations to provide a data transport network, also possibly known as a wide area network.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 P.M., CDT, ON JANUARY 16, 2018. Proposals submitted after that time and date will be rejected and returned.**

### **PROPOSALS SHALL BE SUBMITTED TO:**

Chief Information Officer  
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:**

Chief Information Officer  
Rockwood School District  
1955A Shepard Road  
Wildwood, Missouri 63038  
Tel. No. 636.733.1103  
Email: [ketringdeborah@rsdmo.org](mailto:ketringdeborah@rsdmo.org)

All other communications and questions regarding this RFP must be in writing and must be directed to the Chief Information Officer. No contact with any members of the Rockwood School Board, any administrators, staff or other 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**

<b>RFP Issue Date</b>	<b>December 15, 2017</b>
<b>Pre-proposal Conference</b>	<b>December 21, 2017 8:30 a.m. December 27, 2017 8:30 a.m.</b>
<b>Deadline for RFP Clarification</b>	<b>January 10, 2017</b>
<b>Proposal Due Date</b>	<b>January 16, 2018 by 2:00 p.m.</b>
<b>Successful Proposer Pre-signed Contract Due</b>	<b>January 30, 2018 by 4:30 p.m.</b>
<b>BOE Approval Date</b>	<b>February 1, 2018</b>
<b>Contract Commencement Date</b>	<b>July 1, 2018</b>

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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 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.rsdm.org](http://www.rsdm.org).

The District is seeking to contract with a Proposer for the provision and delivery of wide area network (WAN) services to

## 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. **RFPCIODRSITE-P2P-2018-2023**. Proposals shall be delivered to:

Chief Information Officer  
Rockwood School District  
**RFPCIO-DRSITE-P2P-2018-2023**  
1955A Shepard Road  
Wildwood, Missouri 63038

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 2:00 P.M., CDT, ON JANUARY 16, 2018. Proposals submitted after that time and date will be rejected and returned.**

- B. Proposals shall be complete and shall provide a straightforward, concise response to 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.

### **PRE-PROPOSAL CONFERENCE - OPTIONAL**

A pre-proposal conference will be held for all interested Proposers on **Thursday, December 21, 2017 at 8:30 a.m. and Wednesday, December 27, 2017 8:30 a.m.** at the Technology Department Office located in the basement of Babler Elementary School, 1955A Shepard Rd., Wildwood MO 63038. At those times any questions or issues related to the RFP will be addressed. Attendance by Proposers is not mandatory.

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.). Proposers also shall submit Section II of this RFP with responses and any comments to Section III:

- (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 (p-card) 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 information as to their financial condition and stability.
- 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. BID BOND REQUIRED**

A bid to be entertained must be accompanied by a cashier's or certified check or a bid bond, payable to Rockwood R-VI School District, in an amount of ten percent (10%) of the proposed contract value, as a guarantee that, if awarded the contract, the Proposer will promptly enter into a contract and execute such bonds as required. Failure to submit bid security is sufficient cause to reject the proposal.

Should the successful Proposer fail to enter into a contract within sixty (60) days after bid due date, Proposer's check or bond will be forfeited to the District. The successful Proposer's check will be returned

immediately after entering into a contract and receipt of payment and performance bonds as required by contract.

Unsuccessful Proposers' checks will be returned to Proposers in full within five (5) working days after the above mentioned period. If all proposals are rejected, all checks will be returned within five (5) working days. Bid bonds will only be returned upon written request and after the same conditions are met for return of checks.

#### **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. No increase in costs will be permitted during the term of the contract.

**11. PREVAILING WAGE/OTHER LABOR REQUIREMENTS**

- A. This bid solicitation, the project(s) being bid, and the resulting contract are subject to prevailing wage requirements under applicable Missouri Law. Not less than the prevailing hourly rate of wages, as set out in the annual wage order attached to and made part of this bid solicitation, must be paid to all workers performing work pursuant to any contract awarded for the project. All Bidders must familiarize themselves with the current hourly rate of wages pursuant to said wage order before submitting their bids in response to this bid solicitation. Each Contractor awarded a contract will be held responsible for paying the prevailing wages. The Contractor will forfeit as a penalty to the Rockwood School District the amount of \$100 per calendar day (or portion thereof) for each worker who is paid less than the prevailing rate for any work performed under the contract by the Contractor or by any Subcontractor.
- B. In all Contractors' bonds the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
- C. Contractor and their Subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard.
- D. Accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the Contractor and each Subcontractor, for a period of one year following completion of the public work.
- E. Rockwood School District encourages Bidders to employ St. Louis City and County residents for these projects.

**12. PAYMENT AND PERFORMANCE BOND**

- A. If the bid is over \$15,000 the District will require the successful Bidder to furnish bonds covering the faithful performance of the maximum contract value of \$500,000 and the payment of all obligations in the amount of One Hundred Percent (100%). The cost of the bonds shall be included in Bidder's proposal.
- B. In all Contractors' bonds the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.

**13. LIEN WAIVERS**

Lien Waivers shall be submitted with Contractor's invoices.

**14. CONTRACT**

- A. The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval no later than February 15, 2018. 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. The contract term will commence

on July 1, 2018 and continue through June 30, 2023. At the end of the initial term, provided both parties agree in writing, the contract may be extended up to three years.

B. The contract value shall not exceed \$500,000 annually.

## 15. INSURANCE

The District requires the successful Proposer to provide a Certificate of Insurance to the District evidencing the following types of insurance with the described limits (see below). The District shall be listed as certificate holder and as an Additional Insured for the commercial general liability and the automobile general liability coverage.

\*\$1,000,000 Workers' Comp.

\*\$2,000,000 Commercial General Liability (Bodily Injury and Property Damage)

\*\$1,000,000 Commercial General Liability (Automobile)

\*Plus Broad Special Form Casualty Insurance for Work, and materials and equipment in transit and stored off-site for the full replacement value.

## 16. TAXES

This is a tax exempt project and the District will provide a Missouri State Tax Exemption Certificate. The Contractor shall make all material purchases for this particular project with the Tax Exemption Certificate and, therefore will not incur Missouri State Sales Tax. The District will not reimburse Contractor for sales tax under any circumstance.

## 17. 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.

## 18. 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.

## 19. OSHA TRAINING

The Contractor and each Subcontractor to perform work on the project must provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program consistent with Section 292.675, Missouri Revised Statutes, for their on-site employees, and any employees who have not previously completed the construction safety program shall complete the program within sixty (60) days of beginning work on the project. For projects with a cost of \$100,000 or more, all on-site employees must have completed the safety program prior to beginning work

on the project.

**20. NO SMOKING POLICY**

There is a NO SMOKING policy as adopted by the Rockwood School District Board of Education. This policy prohibits smoking anywhere within the boundaries of Rockwood School District Property, to include buildings, facilities, grounds, parking lots, etc. The policy covers Rockwood School District Employees, as well as Contractors.

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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 a dedicated data transport point-to-point 10 Gigabit optical link service from 1955-A Shepard Rd., Wildwood, MO 63038 to 16025 Clayton Rd., Ballwin, MO 63011. This connection will not utilize E-Rate funding. The District intends to contract with the successful Proposer to provide services and support to the District; services to be provided, related matters, and all related costs must be detailed. While subject to final determination, the District expects that the successful Proposer will begin delivery of the Products and/or Services on July 1, 2018 for a term of five years with the option to extend the contract for an additional three years prior to expiration of original contract on June 30, 2021. Other District requirements also include those listed here.

- Services must be installed and operational by July 1, 2018. Billing will only begin once all circuits have been thoroughly tested with approval of results by Rockwood Technology Department designee and are activated.
- Circuit to customer equipment connection must be a single optical connection compatible with Cisco single mode long reach optics or Cisco SX (multi) mode optics.
- Ten (10) gigabit optical connections must be compatible with either Cisco 10 gigabit single mode LR optics or Cisco 10 gigabit SX mode optics
- The District uses Multicast traffic to improve network efficiency. Please list any and all restrictions that your service might place on multicast traffic. The majority of our multicast traffic leaves the core site and could be up to 100 mbps of multicast traffic.
- Solutions must provide quality of service (QoS) mechanisms to reduce jitter and packet loss across the proposed solution.
- Circuit must provide full quoted transport bandwidth for the exclusive use of Rockwood R-VI School District.
- The Proposer must provide a physical and logical network drawing of proposed network.
- The Proposer must offer premise-based fiber connectivity for WAN/MAN services, and not a cloud-only based software-defined WAN service.
- The Proposer must own, manage, and maintain its network infrastructure which includes hub sites, fiber plant, electronic switch and routing equipment, and customer premise equipment. Providers must provide a dedicated Ethernet service, not a shared network. The bandwidth provided must be available 24 x 7 x365.

### **CURRENT ENVIRONMENT**

The district has a ten gigabit point-to-point connection, not eligible for E-Rate funding, used for disaster recovery purposes between the Technology Department (core site) at Babler Elementary School and Crestview Middle School.

### **POINT to POINT CONNECTION to DISASTER RECOVERY SITE (not E-Rate eligible)**

The District is seeking proposals for service providing a dedicated Point-to-Point 10 Gigabit optical link between our core site and our disaster recover site.

Location	Current Bandwidth	Connection
<b>Technology Department</b> (core site) Babler Elementary 1955 Shepard Rd. Glencoe, MO 63038	10 gbps	10gig SR Optical
<b>Crestview Middle</b> (DR Site) 16025 Clayton Rd., Ballwin, MO 63011	1 gbps	10gig SR Optical

**This connection will not utilize E-Rate funding.**

**SERVICE CENTER MONITORING INFORMATION**

The District requires the ability to monitor bandwidth utilization, latency and jitter for each site in addition to total bandwidth utilization at the core site. The District also requires the ability to have read-only access to Proposer provided network equipment (switches, routers, etc.) installed on District premises. Response section contains the specific information to provide.

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**BID RESPONSE FORM**

(Complete and return as part of your proposal)

**PRICING RESPONSE**

<b>Point to Point service</b>	<b>Bandwidth</b>	<b>Cost/month</b>
Technology Dept. (Core Site) at Babler Elementary to Crestview Middle School (DR site)	10 Gigabits	
<b>Monthly Cost</b>		

<b>Total Monthly Cost (Monthly Cost X 60 months)</b>	is	
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<b>One-Time Costs and/or Fees to Establish Service</b>	are	
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<b>Total Service Cost (Total Monthly Cost + One-Time Costs/Fees)</b>	is	
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**SERVICE CENTER MONITORING INFORMATION**

Please provide information regarding your service center including how, when and from where the remote monitoring takes place. Also provide information on monitoring tools that will be made available for the district to monitor WAN performance and what specifically will be open for monitoring.

**Service Provider Implementation Support:**

1. Given the District’s infrastructure, are changes necessary to take full advantage of the proposed service? If so, what do you recommend?
2. Do you have a matrix of services and scalability?
3. What implementation services are included?
4. What implementation services are recommended at an additional cost?
5. Will the proposed implementation include a project manager who works closely with District personnel to establish the project timeline?
  - a. Will the project manager communicate on a daily/weekly basis as needed to ensure a smooth implementation?
  - b. What tool will the project manager utilize to communicate and share information?

**Service Provider Network Operations and Support:**

1. What is the contact information to report trouble with a circuit/connection?
2. What are the options available to report trouble with a circuit/connection?
3. What are the hours of availability for the service department?
4. What is your average call wait and issue response time?
5. Does your service desk follow the ITIL service support framework?
6. What are your key performance indicators for support services?
7. Do you provide a customer-accessible, online service center that includes network monitoring and other management tools? Please describe in detail.
8. What training and certifications do your network service team possess?
9. Do you notify customers in advance if the circuit is going to be down for service? If so, how would the District be contacted, and with what amount of lead time?
10. Do you have a standard maintenance window for upgrades and maintenance for the proposed service? If so, when is that window?
11. What percent network availability do you guarantee?
12. What is the Service Level Agreement (SLA) for a complete outage?
13. What is the Service Level Agreement (SLA) for a partial outage?
14. What is the Service Level Agreement (SLA) when experiencing degradation of service performance?
15. What is the District's escalation path if SLA is not met?
16. Is there a service charge if the reported problem lies with the District equipment and a Proposer technician is dispatched?
17. What is the procedure for making requests to scale up (increase) bandwidth?
  - a. What costs, if any, are associated with make the request to scale up bandwidth?
  - b. Does Proposer impose time constraints for requests to scale up bandwidth?
  - c. What is the typical time required to complete the request once it has been submitted to and approved by Proposer?

**On-Premise Service Provider Equipment:**

1. What equipment will you provide and/or require at each service location? Clearly state if the District is required to provide equipment and the specifications.
2. How much rack space is required for your service at each location? Some of our data closets are located in classrooms and we cannot wall-mount equipment.
3. If equipment does not include a redundant power supply, and it is capable of having it, what is the one-time cost for a second power supply for on-premise equipment?
4. What type of handoff will be presented?

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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.

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

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1) Name of Company's Officers:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

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

Addendum Number	Date Issued	Date 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

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Company Officer's Name

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Signature	Date
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**ELECTRICAL and COMMUNICATIONS TRAINING REQUIREMENTS FOR  
CONTRACTORS DOING WORK FOR ROCKWOOD SCHOOL DISTRICT  
(Complete and return as part of your proposal)**

1.1 APPRENTICESHIP AND TRAINING REQUIREMENTS

1. Provide registration through the U.S. Department of Labor.
2. Describe apprenticeship training program requirements which may include one or more of the following:
  - a. National Electrical Contractors Association (NECA)
  - b. National Joint Apprenticeship and Training committee (NJATC)
  - c. Electrical Industry Training Center (EITC)
  - d. St. Louis Electrical Industry Training Center (STLEJATC)
  - e. Associated Electrical Contractors of Greater St. Louis (AECG)
  - f. Ranken Technical College
  - g. Other (include description of program and supervising agency or authority)

1.2 STAFFING THE PROJECT

1. Apprentices
  - a. Provide copy of the Apprenticeship Agreement.
  - b. Complete the Electrical Training Program Summary below with workers expected to staff the project.

Electrical Training Program Summary		
Description	Apprentice	Journeyman
1. Percentage of workers currently enrolled in a Training Program		
2. Average hours completed in the Training Program		
3. Percentage of workers who have completed a Training Program		
4. Percentage of workers expected on the project <i>(percentages must equal 100%)</i>		

1.3 PROJECT VERIFICATION

1. The Contractor will provide a written verification program to ensure compliance with staffing requirements listed above.
2. The Contractor will provide documentation that all apprentices are registered through the U.S. Department of Labor and identify for each individual their respective stages within the apprenticeship program.

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)**  
**(Complete and return as part of your proposal)**

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:



### **III. CONTRACT TERMS AND CONDITIONS**

#### **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 any proposed 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 August and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

#### **INCORPORATION OF DOCUMENTS**

The District and Contractor agree that the RFP documents and Contractor's response to the RFP are incorporated herein by reference to the extent applicable. Complete and correct copies of those documents will remain on file at the office of the District's Chief Information Officer.

#### **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.

#### **REMEDIES FOR UNSATISFACTORY SERVICES**

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to correct 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.

#### **INSURANCE**

- A. Contractor shall procure and maintain occurrence-based insurance including commercial general liability, automobile liability, and worker's compensation and employers' liability in the amounts described in the RFP. 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.

### **TERMINATION**

- A. The District may terminate this Agreement with or without cause at any time by giving 15 days' prior written notice to the Contractor 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 terminate this Agreement by providing written notice of such termination.

### **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, 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 of the Rockwood Board of Education, officers, employees, 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.

### **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.

### **REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, the District's Chief Information 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.

### **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.

## **LICENSES AND PERMITS**

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

## **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 regulations, 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.

## **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.

## **FEDERAL WORK AUTHORIZATION PROGRAM**

At, or before, the time of the signing of this Agreement, Contractor shall provide, or shall have provided to the District, the documentation and affidavits regarding a federal work authorization program, as required by Missouri law. The affidavits shall affirm the Contractor's enrollment and participation in an electronic verification federal work authorization program with respect to the employees working in connection with this Agreement, and shall affirm that Contractor does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. The documentation and affidavits provided shall be acceptable to the District in form and content.