ROCKWOOD SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP No.: RFP1217FINTKS

Title: DISTRICT EMPLOYEE TIMEKEEPING SYSTEM

Issue Date: January 5, 2018

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 timekeeping services as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 11:00 A.M., CST, ON FRIDAY, FEBRUARY 9, 2018.   Proposals submitted after that time and date will be rejected and returned.

PROPOSALS SHALL BE SUBMITTED TO:

Brenda Kirchhoefer
Rockwood School District
111 East North Street
Eureka, Missouri 63025

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

Brenda Kirchhoefer
Rockwood School District
111 East North Street
Eureka, Missouri 63025
Tel. No. 636.733.2045
Fax No. 636.733.8851
Email: kirchhoeferbrenda@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:	**January 5, 2018**
Deadline for RFP Clarification	**January 24, 2018**
Proposal Due Date	**February 9, 2018**
Finalist Interview/Presentation	**February 28th or March 1st, 2018**
Anticipated BOE Approval Date	**April 5, 2018**
Intended Contract Commencement Date	**June 4, 2018**

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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 21,000 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 3,000 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.

The purpose of this RFP is to select a fully automated time and attendance system, associated equipment, data collection software and training for the District. The intended services are described more fully below in this RFP. It is anticipated that the services would commence on or about June 4, 2018.

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.: **RFP1217FINTKS.** Proposals shall be delivered to:

> Brenda Kirchhoefer
> Rockwood School District
> 111 East North Street
> Eureka, Missouri 63025

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 11:00 A.M., (CST) ON FRIDAY, FEBRUARY 9, 2018. 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 (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.

(7)   Proposer must complete **Attachment D**, "Cost Proposal". Attachment D should include all costs, including installation, timekeeping system, programming, licenses fees, training, hardware, etc. that the District should use in their analysis of your response.

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.

H.   If a vendor is selected as a finalist, they must be able to meet with a District committee on either February 28th or March 1st, 2018 and provide an overview of their solution and address any questions from the committee. The questions would be compiled ahead of time and submitted to the vendor one week prior to the finalist meeting.

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. Clarifications or questions may be addressed to Brenda Kirchhoefer, Buyer at kirchhoeferbrenda@rsdmo.org.   Oral communications cannot be relied upon and shall not be the basis for responding to any part of this RFP. All properly submitted substantive questions will be responded to, in writing, in the form of an addendum to the solicitation.

9.   PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. The Company must include the elements in its fee proposal as outlined in Attachment D. Please note that any request for price increases as part of your submission will be taken into consideration as a factor in the final award.

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 no later than March 22, 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. Per District policy, software contracts are evaluated every five (5) years.

11.   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

12. 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.

13. 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.

14. 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 an electronic time and attendance system to be used at buildings and locations throughout the District. The system shall collect, calculate and report employee attendance and labor allocation information. The District currently has 1,850 employees utilizing 46 timekeeping clocks across our locations (see Attachment A for detail listing). The District has an additional 180 employees using a mobile application for their timekeeping records with 190 managers approving employee's time records. The system must be capable of supporting any expansion of employees who would be using the timekeeping system.

The District is currently using PowerSchool's BusinessPlus system for payroll. The system is installed on Microsoft SQL Server 2008 (migrating to Microsoft SQL Server 2016 in spring 2018) and Microsoft Server 2008 R2 servers (migrating to Microsoft Servers 2016 in spring 2018). Multiple web servers are used with Microsoft load balancing. The District is currently on BusinessPlus Version 7.9.9.901 with a planned upgrade to Version 7.10 in Spring 2018. Currently we have an interface that exports our data from our current time and attendance reporting system into a comma-separated file and then uploaded directly into the timecards in BusinessPlus.

GENERAL REQUIREMENTS AND SPECIFICATIONS

Address whether your proposed solution can satisfy each of these items:

1. The system shall include, but not be limited to, time and attendance software to consist of time and attendance processing, employee scheduling and historical archiving features.
2. One or more types of data collection devices, appropriate mounting hardware, cables, connectors and accessories.
3. The system shall provide the ability to collect employee in and out punches, transfer punch data through a variety of data entry options, including badge readers, biometric readers, web-based clock in and out data entry.
   a. Users should have the ability to modify entries for the user defined fields
   b. Allow for pre-scheduling labor allocation transfers for employees or groups of employees
   c. Processing of holiday and other paid time off according to District policies
   d. Synchronize data collection terminals to the date and time indicated by the host server clock
   e. Support any combination of weekly, bi-weekly, semi-monthly or monthly payroll periods
   f. Allow electronic sign off of employee time cards by managers prior to submitting to payroll
4. The software must be multi-user version software capable of running on a VMWare ESXi 6 virtual server configured with Windows Server 2016 and SQL Server 2017.
5. The system must be a multi-user, multi-tasking software capable of running concurrently with other programs.
6. The client software, if any, must be compatible with Windows 10 and Chrome browser.
7. The system shall provide the ability to sort and select employees by supervisor group, alphabetically, by badge number or by employee number
8. The system shall support the definition of employee groups based on payroll policies (overtime, pay period, holiday rules) to minimize employee data entry (see Attachment B for details)
9. The system shall provide the ability to support rounding and grace periods according to user defined rules on both in and out punches (see Attachment B and C for details)
10. The system shall have the ability to calculate overtime in accordance with Fair Labor Standards Act.
11. The system shall have the ability to load time punches in pre-defined formats from excel directly into the time keeping system

12. Support the following editing requirements of data punches:
    a. Provide an audit trail of edited punches, including before and after data, date changed and individual making the change
    b. Sort employee data by error or exception
    c. An editor shall have the option to document a change from a drop down list of common errors or exceptions
13. The system shall contain as part of the base software, a complete report generator including standard reports which may be modified by the user and the capability to generate new reports based upon available system information.
14. The system shall support an interface to the District's payroll software (PowerSchool – Business Plus) to automate the import of standard employee information for elimination of duplicate entry of data. The system shall also support an interface to the payroll software for the export of fully processed payroll data.

VENDOR QUESTIONAIRE

Proposers' response shall include <u>concise</u>, narrative responses the questions contained within questionnaire.

GENERAL QUALIFICATIONS AND EXPERIENCE:

15. Include the number of years your organization has been producing time and labor solutions.
16. How many customers presently use your solution nationally and in the state of Missouri?
17. Does your organization maintain a local service office close to the District? If not, please address how your organization would provide service to the District.
18. Does your organization produce, implement and support all of the components of your proposed solution, including hardware and software?
19. Please provide the number of employees your organization has committed to the service, customer support, engineering and training areas.

IMPEMENTATION:

20. Describe the implementation strategy for your proposed solution. Responses should include, but not be limited, to the following:
    a. Implementation philosophy
    b. Implementation team assigned to the District
    c. Do you use third party services to implement your solution
    d. Any custom or customer specific coding to the primary application
    e. Implementation services provided on-site at the District or remotely
    f. Provide a scope of work of the solution for all software and hardware training if the implementation would start immediately

EDUCATIONAL SERVICES:

21. Describe the educational resources for your solution that are available to District personnel. Responses should include, but not be limited, to the following:
    a. Number of employees dedicated to creating and designing customer education

b. Average years of experience your staff has in training and development
c. Types of solutions available (i.e. live, web-based, videos, etc.)
d. Any additional costs that would be associated with educational training services

CUSTOMER SUPPORT:

22. Describe the customer support available to District personnel for your proposed solution. Responses should include, but not be limited, to the following:
    a. Number of employees dedicated to providing customer support on time and labor solutions
    b. Support options, including written documentation and web-based support provided with the proposed solution
    c. Average years of experience your staff has in providing customer support on time and labor solutions
    d. Customer support available for software and hardware
    e. Hours of operations
    f. Provide direct manufacturer support on-site
    g. Documented response times
    h. Remote access needed to provide any customer support
    i. Do you use third party services to provide customer support

DATA COLLECTION:

23. Describe in detail the specifications of all data collection and time capture methods, devices and options your proposed solution supports.
24. Describe any procedures for archiving or retaining historical information.

TECHNOLOGY REQUIREMENTS:

25. Describe in detail the technology and network requirements of your proposed solution. Responses should include, but not be limited, to the following:
    a. Software Quality Assurance
    b. Service Level Agreement
    c. Server requirements and any specifications (i.e. disk space, operating system, IP addressing schemes, communication protocols, etc.)
    d. Architecture
    e. Types of database services required
    f. What types of authentication are allowed
    g. How the proposed solution will reside on our network
    h. How are the time collection devices connected to the network
    i. Firewall ports
    j. How much and how often is data sent between the time collection device and the servers
    k. Application and access security requirements
    l. Custom coding required
    m. Systems it supports (i.e. Windows XP, MAC, etc.)

REPORTING:

26. Describe the reporting tool used in the system.
27. Describe the standard reports available to supervisors.
28. Does your proposed solution provide the ability to perform ad-hoc queries on any data within the system?
29. Can your reports be easily exported to Microsoft Excel and Adobe?
30. Can reports be automated and generated at specific times with email capabilities?
31. Please provide reporting template samples of standard reports.

DATA INTERFACE AND INTEGRATION:

32. Describe how your proposed solution supports the deployment of other web applications, if applicable.
33. Describe the export capabilities of your solution.
34. The interface with the District's payroll software is very important. Describe in detail the process involved with the system integration with the District's payroll software, specifically how it relates to transferring employee demographic data, job assignments and other applicable data items.
35. Describe in detail your proposed data interface.

BUSINESS RULE DEFINITIONS:

36. Describe the rounding function of time clock punches. Can they be based upon parameters provided by the District?
37. Does your solution offer the capability to send email reminders to employees, time card editors and approvers regarding time card entries and approvals based upon parameters selected by the District?
38. Describe methodology on user password security requirements, including periods of inactivity.
39. Please explain how terminations are handled in your solution?
40. Please explain the process for editing or modifying time entries from past periods?
41. Does the application provide a full audit trail of all time card punches, changes and modifications, and approvals of time card data entry? Please provide the information provided.
42. Does your system support FMLA or Workers Compensation capabilities? If so, please explain in detail.
43. How is the system updated when there are revisions or amendments to our policies due to new contracts or changes in benefits?
44. What standard configurable user tools do you provide to streamline common labor management tasks?

FUNCTIONALITY:

45. Describe how your solution can track an employee transfer from one job code to another?
46. How can time be entered for an event that occurred in the past? Future?
47. How can employees view their accrual balances?
48. How can supervisor view an employee's leave balances?
49. What functionality is available when the network, server or a particular clock is inoperative?
50. What flexibility does your solution have to address real-time changes in employee work settings (i.e. changing locations, job assignments, etc.)?
51. Describe how your solution provides security to prevent employees from accessing or updating information for another employee.
52. What functions do you provide for supervisors to manage an employee's timecard?

53. Can employee's that are paid from different budget codes be tracked?
54. Describe in detail the scheduling functionality in your proposed software.

EMPLOYEE TERMINALS:

55. Describe in detail the features and functionality of your terminals.
56. Describe in detail what happens at the terminal level if the network is down.
57. What type of replacement schedule do you recommend for terminals?
58. Describe the maintenance and warranties on your terminals.
59. Describe the options the District will have when terminals are in need of repair or replacement.

OTHER GENERAL ITEMS:

60. Describe the process for software updates or upgrades.
61. Is there a regular schedule for releases and software patches? If yes, describe that process.
62. Describe any additional costs for software updates or upgrades.
63. How does your system enforce access control, both at time collection terminals and at an employee's desktop?
64. Describe the type of information on a timecard viewable to an employee? Supervisor?
65. Describe additional features that could be added to your proposed solution.
66. Describe any warranty on your proposed solution.

SOLUTION QUESTIONAIRE

Provide yes or no responses to the questions below.

67. Can your solution support time collection devices on a different network other than a server(s)?
68. Is data transferred between time collection devices encrypted?
69. Is java plug in required?
70. Is your solution web-based?
71. Is your solution web-enabled?
72. Do you provide for a hosted solution?
73. Can your solution program and store the pay rules listed in Attachment B?
74. Does your solution provide the ability to create user defined fields?
75. Does your solution have the capability to adjust schedules by employees based on parameters selected by the District?
76. Does your solution have the capability to attach and remove comments to punches, pay code edits, and historical amounts?
77. Does your solution have the ability to automate holiday or other paid compensation days based upon parameters determined by the District?
78. Does your solution have the ability to group holidays or other paid compensation days to different groups of employees depending on their job/position?
79. Does your system accommodate multiple employee groups (i.e. hourly, professional salaried, etc.)?
80. In situations where employees work multiple assignments, can more than one supervisor sign off on an employee's time card?
81. Is data viewable and available in real time?

82. Does your proposed solution automatically adjust for Daylight Savings Time?

Supplementary Information prepared by the District:

1. **Attachment A** – Current location and number of employee time clock terminals
2. **Attachment B** – Current Pay Rules and Setup
3. **Attachment C** – Accrual Profile and Policy Summary
4. **Attachment D** – **Cost Proposal** – **Required to be completed by the vendor**

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 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 June 4, 2018. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

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 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.

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.

TERMINATION

A. The District may terminate this Agreement with or without cause at any time by giving 15 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.

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.

FISCAL FUNDING While the parties intend for the term of this Agreement to be five (5) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District, are not able to be appropriated by the District or cannot be budgeted by the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Consultant prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Consultant for the services performed up to the date of termination.

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.

REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Director of Finance 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 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

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 (attached) indicating they do not knowingly employee 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

_____
Address   City/State/Zip   Telephone #   Fax #

_____
E-mail Address

_____
Years in Operation   Years under current structure and/or under previous structure

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

_____
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: