

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0218DWCOPIERS**

**Title: Multi-Functional Copier Lease Program**

**Issue Date: ~~February 16, 2018~~ Revised on March 6, 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 the 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 MARCH 15, 2018. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Coordinator of Purchasing

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

Coordinator of Purchasing

Rockwood School District

111 East North Street

Eureka, Missouri 63025

kirchhoeferbrenda@rsdmo.org

(636) 733-2045

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: February 16, 2018**

 **Pre-Proposal Meeting February 21, 2018**

 **Deadline for Clarification March 5, 2018**

 **Proposal Due Date March 15, 2018 at 2:00 PM CST**

 **Anticipated BOE Approval Date May 3, 2018**

 **Contract Commencement Date July 1, 2018**

 **First Day of School August 14, 2018**

**Attached Documents**

Attachment A – Fleet Information

Attachment B – Copier Locations of Existing Fleet

Attachment C – Revised Bid Form (to be included as part of vendor’s proposal)

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

The purpose of this RFP is to establish the requirements for the lease and maintenance of copiers (multi-functional) devices used throughout the District. The District consists of 31 campuses plus Administration, Facilities/Warehouse and Transportation buildings. It is anticipated that the copier replacements will begin on July 1, 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.: **RFP0218DWCOPIERS**. Proposals shall be delivered to:

 Coordinator of Purchasing

 Rockwood School District

  **RFP0218DWCOPIERS**

 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 MARCH 15, 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.

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, of businesses, governmental entities or school districts with models that run similar volumes to the District.

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

**3. PRE-PROPOSAL MEETING**

A pre-proposal conference will be held for all interested Proposers on February 21, 2018 at 2:00 PM CST, at Administration Building on 111 East North Street, Eureka, MO 63025. At that time any questions or issues related to the RFP will be addressed. Attendance by Proposers is encouraged, but attendance is not mandatory or required.

**4. AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. It is the intent of the district to award the contract to a single vendor; however, the contract for the Print Shop copiers may be awarded separately.

The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

**5. RIGHT TO REJECT**

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

**6. PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

**7. COST OF PREPARATION**

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

**8. OWNERSHIP OF SUBMITTALS**

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

 **9. RFP INTERPRETATION**

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

**10. PRICE**

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

**11. CONTRACT**

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received no later than May 3, 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. It is anticipated the contract term will commence on July 1, 2018 and continue through June 30, 2023, for a term of five (5) years.

**12. INSURANCE**

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

Comprehensive General Liability $\_1,000,000\_\_ per person per occurrence

 (Including Contractual Liability)

 $\_1,000,000\_\_\_ property damage per occurrence

 $\_1,000,000\_\_\_\_ aggregate all claims per occurrence

Workers' Compensation As required by applicable law

Employer's Liability $\_1,000,000\_\_\_ per occurrence

Automotive Liability $\_1,000,000\_\_\_ per occurrence

Professional Errors and Omissions $ 1,000,000\_\_ per occurrence

**13. TAXES**

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

**14. NO PARTICIPATION**

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

**15. USE OF INFORMATION**

 A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

 B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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**II. SCOPE OF SERVICES**

**DESCRIPTION OF SERVICES:**

Rockwood School District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the services described herein. Proposers must offer products that will meet or exceed the specifications listed below.

1. This Request for Proposal (RFP) intent is to evaluate the costs and capabilities of potential suppliers to provide and maintain service for copiers and establish a copier lease program contract wherein the Successful Proposer supplies the copier, scheduled routine maintenance, repairs, parts, and ALL consumable supplies (except paper). Ownership of equipment will reside with vendor at the end of the lease.
2. To control budget costs, The District is most interested in proposals with a Firm Fixed Price basis that would include, but is not limited to the monthly lease, maintenance, parts, and consumable supplies (with the exception of paper) and copies. The proposal will need to allow for 63 million ~~copiers~~ copies per year. Overages will be reconciled in June. Any copy volume that is underutilized on an annual rate will roll over to each following year and continue to accrue throughout the agreement.
3. Because of the wide variation in copier features, the District will select the equipment that best meets its needs based on company background, equipment proposed, quality/features, cost, service reliability, references, demonstrations and other factors. More than one brand may be selected.
4. While subject to final determination, the District anticipates that the successful Proposer will begin delivery of the copiers on or about July 1, 2018, and will complete delivery of the copiers on or about July 31, 2018.
5. The term of lease will extend for (5) Years.
6. Rockwood School District will be leasing ninety (90) high volume copiers. Eighty-two (82) copiers will be deployed on July 1, 2018 and eight (8) copiers will be deployed at the end of their current leases. Attachment A contains a schedule of deployment dates. **The District reserves the right to modify the actual number of units and models placed at each location and to add or subtract locations.** The Successful Proposer selected will replace the existing copiers with NEW, not used/refurbished/ reconditioned equipment.
7. Delivery, Installation, and Setup of all devices at each site and location as specified
8. Training on all equipment to be provided at each site after initial setup and then on an unlimited as-needed basis for refresher, new hires, or other reason.
9. Minimum functional requirements for Multi-Function Devices (MFD) will be:
* Monochrome Digital Console, capable of making 11”x17” copies
* 40Gb Hard Drive
* 256 Mb RAM
* ADF
* Auditron (100 Account Minimum) or equivalent product
* Secure Print Option
* Ability to Schedule Jobs
* Networked Copier/Printer/Scanner
* Secure Fax to E-Mail
* Scan to E-Mail
* B&W and Color as designated
* Duplex Mode
* Push Scan
* Scan to Color
* Auto-Detect for Paper Sizing
* Magazine (Offset) Sort
* 16-24 lb. Bond Paper Weight Range (45 PPM – 75 PPM)
1. Minimum required copier accessory features/finishers:
* staplers (internal and external)
* double sided copies
* reduction and enlargement,
* sorters
* dual scan document feeders (single pass)
* large capacity trays
* hole punch
* external large capacity feeder
* saddle stitch
* Booklet
* Console
1. All proposed equipment must meet Energy Star compliance standards.
2. Regular preventative maintenance per manufacturers specifications
3. Repair service during normal business hours (Monday through Friday 8:00 AM – 4:30 PM)
4. Average uptime for entire fleet measured at 95% or greater from the hours of 8:00 AM and 4:30PM
5. Two-hour response time to the District employee generating a service call
6. Four-hour response to site for service call placed prior to 1:00PM
7. Replacement copiers for those copiers with less than 95% up-time
8. Next day response prior to 10:00 AM CST for service calls placed after 1:00PM
9. New OEM replacement parts for all copiers subject to this bid
10. Provide a maintenance agreement with supplies included such as toner (OEM preferred) and staples included in the per copy/click charge.
11. Provide for electronic capture and transfer of monthly meter readings. Proposer shall be responsible for submitting to the district, a monthly report containing copier counts per machine.
12. Movement and setup of any copiers to another campus or location within the District if initial location is underutilizing the equipment and as mutually agreed
13. Common Expiration Dates: All installations under this contract, whether installed initially, or via Equipment Contract Addendum, shall have a common expiration date of sixty (60) months after the contract goes into effect, and may be extended, at District’s option, monthly, quarterly or annually for up to twelve months as determined by District. **Under no circumstances will there be an automatic rollover into a term that exceeds the original 60 months.**
14. Property taxes are to be absorbed by vendor in lease.
15. Awarded vendor will be responsible for the over-writing the hard drives on the existing equipment (leased by SumnerOne) and the vendor’s proposed equipment at the end of the upcoming contract period at no charge to the District. Vendor will be responsible for providing the district absolute written certification of data destruction.

**SECURE PRINTING:**

All equipment should have technological access controls in place. Currently, the district utilizes a Department ID and Pin Number for users. User reports should be made available to the district upon request.

Email addresses should be configurable either through LDAP integration or CSV/TXT file upload through a GUI management interface.

**VENDOR'S RESPONSIBILITIES:**

Awarded vendor will be responsible for erasing the hard drives and coordinating the removal and safe return shipping of the current equipment to the incumbent vendor, SumnerOne.

SumnerOne

6701 Stephens Station Rd.

Columbia, MO 65202

It is preferred the winning vendor pay SumnerOne $200 per device to erase the hard drives on the existing equipment; however, the district will allow the vendor to propose an alternate to over-write the hard drives themselves, provided the winning bidder is a Cannon authorized service dealer for that model of copier or contracts with a third party Cannon authorized service dealer with the same certification mentioned above. The process will include:

* Winning bidder shall erase/overwrite all of the Hard drives and *certify* they are 100% “clean of any data.”
* Winning bidder is required to reinstall the Canon operating system (OS) so the devices are in working order after erasing of the HDDs
* Liability associated with any legacy District data on the Hard Drives is the responsibility of the winning bidder
* Liability associated with any damage to the Hard Drives from the over-writing process is the responsibility of the winning bidder.

**The district reserves the right to require the winning bidder to pay SumnerOne $200 per device for hard drive over-writing if the district determines the winning bidder has not provided sufficient evidence of its ability to successfully perform the task.**

The awarded Print Shop vendor should account for an estimated $1,500 in shipping charges and $~~550~~ $957.72 for hard drive replacement for each device currently leased from Ricoh.

See Attachment B for a list of equipment and locations. There is to be no down time between current copiers and new copiers if possible.

Vendor will assign a project manager who will act as the single point of contact for all deployments, installation, and setup of all new equipment at each site designated in addition to coordinating the removal and return of existing equipment. Exact locations may deviate from original proposed locations at time of deployment. The vendor’s project manager will coordinate with Rockwood’s Technology and Facilities Departments as often as required by Rockwood to ensure a smooth transition to the new devices.

Vendor will provide training on all devices at initial time of setup and then on an as-needed basis following setup. As-needed training will include at least one (1) hour per location per month for the first two (2) months of the agreement and one (1) hour per location per quarter.

All work shall be in accordance with local, county, and state accepted or approved codes.

Vendor will send necessary equipment to perform the work requested. If rental equipment is required, it will be the Vendor’s responsibility to pay the rental fee unless otherwise stated on the bid proposal.

**EQUIPMENT PERFORMANCE**:

Each individual unit installed at any District location under this contract will be required to

attain a minimum average of 95% uptime each calendar quarter. Any unit installed under the contract shall be considered “down” under the terms of this contract whenever SUPPLIER is notified by an authorized representative of District that (a) image quality becomes unreadable or unacceptable to a District user and/or (b) any one or more of the specific equipment capabilities listed in this contract are not working to the satisfaction of the District. As soon as SUPPLIER is notified of one or both of these conditions, all downtime hours, including, but not limited to, technician response time, lack of parts availability and all technician working time (excluding only working time related to correcting problems caused by District’s willful negligence or SUPPLIER performing scheduled preventive maintenance visits as defined in this contract), shall be counted toward each unit’s quarterly uptime calculation. The SUPPLIER in the Quarterly Uptime Report shall list all downtime hours for each unit installed under this contract.

Any individual unit that does not meet the required 95% uptime requirement for any calendar quarter can be replaced at the discretion of District within ten (10) business days of notification to SUPPLIER from District for replacement with equipment of the same or better specifications at no additional cost to District. If any replacement unit subsequently fails to meet the 95% uptime requirement for any quarter, this contract with respect to such unit shall, at District’s option, be cancelled without penalty.

District shall receive an automatic excess downtime credit covering any individual unit and/or units with an uptime of less than 95% for any given calendar quarter. The credit amount will be $25.00 per unit that has not achieved the 95% uptime required by the contract. These credits will be reconciled annually against any overage charges.

**TECHNICAL MAINTENANCE SUPPORT:**

The Successful Proposer shall have sufficient management and qualified manufacturer trained and certified technicians to service all copiers supplied under the agreement. The Successful Proposer shall have a sufficient number of technicians to serve and support the requirements under this contract within the specified response time.

The successful proposer shall provide background checks for all technicians servicing the schools and administrative buildings throughout the district. **Background checks must be submitted with the signed agreement.**

**PRINT SHOP COPIERS:**

See list of Print Shop Copiers requiring replacement per Attachment A. Specifications for Print Shop copiers shall meet or exceed specs of existing print shop copiers. **The contract for these machines may be awarded separately.**

**VENDOR QUESTIONS:**

Responses to the items below should be included in vendor’s proposal.

1. Does the proposed equipment have the ability to print from Chromebooks?
2. Is hard drive encryption included as a standard feature? If not, is it available as an option and how much does it cost?
3. Is it possible to lock the hard drive with a passcode?
4. Is disk overwriting included as a standard feature? If not, is it available as an option? If yes (to either) is the overwriting available on a per job or pre-configured schedule?
5. Describe your method of eliminating data at the end of the contract. (turn over hard drive to RSD for disposal, shred with certificate of destruction or digitally remove data with certificate of data destruction) If you digitally remove the data, what procedure is used, e.g. reformatting, overwriting, etc.? Please explain procedure in detail.
6. Identify the manufacturers for which your company is an authorized distributor and service provider.
7. Describe the manufacturer’s performance guarantee.
8. Describe your company’s performance guarantee.
9. Is your company underwriting the proposed equipment? If not, who will the district be leasing the equipment from, if awarded? Include a sample lease agreement.
10. What are your (5) largest accounts? Provide details regarding the number of machines and services provided to these accounts. How long have you maintained these accounts?
11. Describe your process for ordering supplies, specifically toner.
12. Describe the full cycle of a service call from the initiation of a call to the repair of equipment and reporting, including internal and external processes that must take place to achieve best in class performance levels.
13. Describe your process for the return of the equipment at the end of the lease, including the responsibilities of the district and all applicable costs.
14. Upon installation of the equipment, what type of monthly performance reports can your company provide. Include a sample reports.
15. Identify the number of local employees within your company.
16. What is the technician to machine ratio?
17. What is the average tenure of a technician?
18. What kinds of ongoing training do your technicians receive to keep them updated on the latest service procedures for equipment/software of the proposed products?
19. Describe your process for over-writing the hard drives on the existing and proposed equipment.

**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. 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 reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

**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 Coordinator of Purchasing 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.**

**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 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | DateAcknowledged |  | Signature |
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|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |

1. 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 |
|  |  |
|  | 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:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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
7. 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.

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|  |  |  |
|  | 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: