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

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0318DWBEV**

**Title: District Beverage Vending Services**

**Issue Date: March 29, 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 beverage vending services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 P.M. CDT, ON APRIL 20, 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](mailto: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: March 29, 2018**

**Deadline for RFP Clarification April 11, 2018**

**Proposal Due Date April 20, 2018 at 2:00 PM CST**

**Anticipated BOE Approval Date June 7, 2018**

**Contract Commencement Date August 1, 2018**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**I.** **RFP INSTRUCTIONS AND CONDITIONS**

**1. INTRODUCTION**

The District is a nationally recognized, diverse community of learners. Currently the District serves nearly 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 has consistently earned the accreditation of Distinction in Performance by the Missouri Department of Education. Additional detailed information about the District may be found at [www.rsdmo.org](file:///\\fs1\cohome\cofiles\apps\allusers\Purchasing%20and%20Transportation\Templates\RFP'S\www.rsdmo.org).

The Rockwood School District invites you to submit a bid according to requirements contained herein for providing beverage vending products as described more fully below in this RFP. It is anticipated the initial delivery of the products and associated equipment would begin August 1, 2018 and would be completed by August 9, 2018 in preparation for the first day of school, August 14, 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.: **RFP0318DWBEV**. Proposals shall be delivered to:

Coordinator of Purchasing

Rockwood School District

**RFP0318DWBEV**

111 East North Street

Eureka, Missouri 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 2:00 P.M. CDT, ON APRIL 20, 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, and including specifically any governmental entities and school districts for which each Proposer has provided services.

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

**3. PRE-PROPOSAL MEETING**

A pre-proposal conference will not be held. Questions regarding RFP requirements should be directed in writing to [kirchhoeferbrenda@rsdmo.org](mailto:kirchhoeferbrenda@rsdmo.org). Questions will not be responded to if received after April 11, 2018.

**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 the products must be furnished at the prices, costs and/or rates submitted and proposed unless otherwise stated. Annual price changes thereafter will be allowed based upon mutual agreement and consistent with Consumer Price Index for “Food Away from Home” as calculated by the U.S. Department of Agriculture. Annual price adjustments will be mutually agreed upon.

**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 June 7, 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 August 1, 2018 and continue through July 31, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**II. SCOPE OF SERVICES**

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the products and services described herein. The District intends to contract with the successful Proposer(s) to provide the products consistent with the terms of this RFP. While subject to final determination, the District anticipates the successful Proposer(s) will begin initial delivery of the products and associated equipment on August 1, 2018, and would be completed by August 9, 2018 in preparation for the first day of school, August 14, 2018.

District-wide full service beverage vending agreement is being sought for all district buildings. Exhibit A provides a list of all District buildings and number of staff, students and vending machines currently in use and volumes.

Vendor proposals should consider each of the following items when developing pricing alternatives and offers. Vendors are expected to address each item in their bid response and describe how and the degree their proposal complies with the requirement.

**Description of Products**

Proposers are expected to offer beverage products that are compliant with the United States Department of Agriculture (USDA) National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010 and USDA Smart Snacks in School “All Foods Sold in Schools” Standards. ​

* Vendors should provide proposals for beverage vending machines only
* Proposal shall include a separate listing of all products to be initially provided by the Proposer for vending machines.

**Pricing**

* Initial product pricing (cost to the District) must be valid for 12 months. Annual price changes thereafter will be allowed based upon mutual agreement and consistent with Consumer Price Index for “Food Away from Home” as calculated by the U.S. Department of Agriculture.
* The vendor may recommend vending machine prices, but final sale prices must be mutually agreed to by the District Finance and Purchasing office.

**Contract**

* The District will consider a five-year agreement with the selected vendor(s).

**Vending Locations and Operations**

* All beverage vending machines will be provided at no additional cost to the District.
* The selected vendor will be responsible for loading and servicing all vending machines.
* School deliveries and servicing to occur ½ hour after school start time and prior to ½ hour of dismissal to avoid traffic issues with school bus transportation and parent or student automobile traffic. Deliveries or service calls outside of these times must be agreed to by the building administrator.
* Vending machines and equipment must be stocked and ready for service by first day of the school year based upon the Rockwood school calendar. Vendors to provide a timeline and plan required to meet the ready for service date of 8/14/2018 (the first day for the 2018/19 school year).
* All vending machines accessible to students must be equipped with timers used to limit the vending time students can patronize the machines. Vending times to be established by the building administrator.
* Vendors must be able to service buildings during summer months for those buildings with 12 month employees and summer school locations.
* All vending machines are to be equipped with power-miser units that minimize power consumption based upon hours and days of operation at each building.
* Any changes to locations must be coordinated with the District’s Purchasing Department and building administrator.
* Building administrators to have final approval for the number and placement of all vending machines and equipment located on school property or within the school building(s).
* The District shall have the right to inspect all products, equipment, areas and operations with respect to the quality of vending service, the method of service, safety, sanitation, and maintenance of said premises.

**Reporting**

* Vendors are required to provide monthly volume reports to the District Purchasing office. Reports should provide volumes by school or building, product type, and vending machine in Excel format.

**Payment**

* The vendor will issue a monthly payment to the District Finance and Purchasing office for all vending profits due to the District with supporting reports detailing sales by school and by vending machine.
* Vendors must offer products in plastic recyclable containers. If requested, vendors must offer recycling barrels or containers used for the collection of empty product containers.

**Vendor Compliance**

* Vendor employees entering District buildings are required to display a company ID and have clean driver and criminal records.
* School properties are considered drug free and smoke free zones. Vendor employees violating the zones will not be allowed on District property to service vending and/or deliver product.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A**

Annual Beverage Volume

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Building** | **Students** | **Staff** | **Current # of Vending Machines** | **Total Cases per Year** |
| **High Schools** |  |  |  |  |
| Eureka High School | 1789 | 238 | 9 | 667 |
| Lafayette High School | 1799 | 228 | 11 | 578 |
| Marquette High School | 2242 | 252 | 11 | 575 |
| Rockwood Summit High School | 1273 | 184 | 6 | 257 |
| Individualized Learning Center (ILC) | 958 | 131 | 2 | 73 |
| **Middle Schools** |  |  |  |  |
| Crestview Middle School | 1243 | 154 | 1 | 29 |
| LaSalle Springs Middle School | 900 | 125 | 2 | 96 |
| Rockwood South Middle School | 958 | 131 | 1 | 54 |
| Rockwood Valley Middle School | 635 | 90 | 1 | 95 |
| Selvidge Middle School | 725 | 75 | 1 | 45 |
| Wildwood Middle School | 633 | 135 | 1 | 36 |
| **Elementary Schools** |  |  |  |  |
| Babler Elementary | 545 | 70 | 2 | 58 |
| Ballwin Elementary | 511 | 85 | 1 | 41 |
| Blevins Elementary | 417 | 100 | 1 | 20 |
| Bowles Elementary | 320 | 60 | 1 | 19 |
| Chesterfield Elementary | 400 | 53 | 1 | 42 |
| Ellisville Elementary | 588 | 85 | 1 | 33 |
| Eureka Elementary | 1789 | 238 | 1 | 24 |
| Fairway Elementary | 452 | 70 | 1 | 33 |
| Geggie Elementary | 592 | 80 | 1 | 47 |
| Green Pines Elementary | 442 | 80 | 1 | 38 |
| Kehrs Mill Elementary | 553 | 72 | 1 | 40 |
| Kellison Elementary | 415 | 76 | 1 | 21 |
| Pond Elementary | 400 | 65 | 1 | 30 |
| Ridge Meadows Elementary | 360 | 70 | 1 | 53 |
| Stanton Elementary | 465 | 70 | 1 | 12 |
| Uthoff Valley Elementary | 508 | 94 | 1 | 44 |
| Westridge Elementary | 432 | 72 | 1 | 17 |
| Wild Horse Elementary | 570 | 83 | 1 | 21 |
| Woether Elementary | 472 | 67 | 1 | 55 |
| **Other** |  |  |  |  |
| Administrative Office - Annex | 0 | 65 | 1 | 31 |
| Administrative Office - Central | 0 | 44 | 1 | 9 |
| Early Childhood | 0 | 100 | 1 | 57 |
| Vandover | 0 | 32 | 1 | 28 |
| Babler Communication Center | 0 | 30 | 1 | 3 |
| Transportation | 0 | 210 | 1 | 48 |
| **Total** |  |  |  | 3329 |

Company shall describe their proposed vending machines using the guides below.

1. Machine capacity/number of slots
2. Capability of timers
3. Level of energy consumption
4. Machine/equipment features
5. Ability to use credit/debit cards
6. Year of manufacture

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Vending Pricing**

**Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Vendor contact Info: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Vending (Full Service) Products:**

Vendor to provide recommended price and commission rate to be paid to building where vending machine is located.

|  |  |  |
| --- | --- | --- |
| Recommended  Vending Price by Product Ea. | Commission Rate (percent) | Product Description |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | Add lines as needed. |

**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 August 1, 2018 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.

**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 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 Coordinator of Purchasing or Chief Financial Officer and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

**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 |  | Date  Acknowledged |  | Signature |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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

|  |  |
| --- | --- |
|  |  |
|  | 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.

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | 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: