

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0318TECHFPS**

**Title: Interactive Flat Panels**

**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 interactive flat panel screens and installation 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 26, 2018. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Director of Technical Support

Rockwood School District

1955-A Shepard Rd.

Wildwood, MO 63038

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

Director of Technical Support

Rockwood School District

1955-A Shepard Rd.

Wildwood, MO 63038

Tel. No. 636.733.1101

Email: slaglebretta@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: March 29, 2018**

 **Deadline for RFP Clarification April 18, 2018**

 **Proposal Due Date April 26, 2018 at 2:00 PM CDT**

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

 **Contract Commencement Date June 8, 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 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:///%5C%5Cfs1%5Ccohome%5Ccofiles%5Capps%5Callusers%5CPurchasing%20and%20Transportation%5CTemplates%5CRFP%27S%5Cwww.rsdmo.org).

**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.: **RFP0318TECHFPS.** Proposals shall be delivered to:

 Director of Technical Support

 Rockwood School District

 **RFP0318TECHFPS**

 1955-A Shepard Rd.

Wildwood, MO 63038

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 P.M. (CDT) ON APRIL 26, 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 will not be held. Potential bidders requiring clarification of proposal requirements shall contact the District’s Director of Technical Support by 4:00 PM CDT on April 18, 2018. District responses to proposer’s questions will be published as an addendum to the RFP and can be viewed through the District’s website.

**4. AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

**5. RIGHT TO REJECT**

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

**6. PROPOSALS FINAL**

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

**7. COST OF PREPARATION**

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

**8. OWNERSHIP OF SUBMITTALS**

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

 **9. RFP INTERPRETATION**

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

**10. PRICE**

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed 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 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 June 8, 2018 and continue through June 30, 2019.

**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**

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the services described herein. The District intends to contract with the successful Proposer to provide advice and consultation to the District about the services to be provided, related matters, and related reasonable costs.

**PRICING AGREEMENT SPECIFICATIONS**

* Interactive Flat Panel:
	+ Rockwood School District (RSD) is seeking responses from qualified Proposers that are interested in supplying and installing interactive flat panels providing pre- and post-sales support through an annual Education Pricing Agreement. Proposer must be an authorized reseller of the model for which they submit a bid.

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

**ADDITIONAL SPECIFICATIONS**

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

|  |  |  |
| --- | --- | --- |
|  |  | Description |
| **Flat Panel Specifications** |
|  | 1080p resolution (4K preferred) 65” screen (70” screen preferred) 10 point touch minimum |  |
|  | Anti-glare technology 3 HDMI inputs |  |
|  | 2 USB inputs |  |
|  | 1 VGA input |  |
|  | 1 audio input |  |
|  | 1 Analog audio output (RCA or 3.5mm), variable |  |
|  | LAN RJ-45 |  |
|  | 1080p resolution (4K preferred) 65” screen (70” screen preferred) 10 point touch minimum |  |
|  | Anti-glare technology 3 HDMI inputs |  |
|  | 2 USB inputs |  |
|  | 1 VGA input |  |
|  | Built in operating system for control and whiteboard use  |  |
|  | Windows 10 compatible software for teacher laptops  |  |
|  | 10 watt Integrated speakers (20 watt preferred) |  |
|  | 3 year full onsite warranty |  |
|  | Training materials in digital format that can be edited and formatted to be delivered via the district’s learning management system, adapted for face-to-face instruction, or adapted for handouts (should include multiple formats - video, text, images, etc.). |  |
|  | **Optional:** |  |
|  | PC unit integration |  |
|  | Mirroring capability for iOS, Android, and/or Windows devices |  |
|  | All ports easily accessible from the front and/or side of the display  |  |
|  | Passive pens that mount or attach to the display |  |
|  | Attached speakers |  |
| **Cabling** |
| 1 | Wall Plate | Custom double gang, silk-screened input wall plate with a/v/ connectors for one computer (VGA), Audio 3.5, USB and 2 HDMI source |
| 1 | Plenum Rated network cable | Plenum Rated network cable installed from the device to a "J-Hook" in drop ceiling (when possible as-needed)  |
| 1 | Cable | 20’ flexible rated plenum VGA cable (male to male) |
| 1 | Cable | 20’ shielded plenum audio cable (3.5 mm) for connection of projector to computer audio. |
| 1 | Cable | 20’ HDMI plenum cable for connection to HDMI source |
| 1 | Cable | 10’ shielded VGA cable from wall plate to splitter |
| 1 | Video splitter | (as required – do not include in base cost) 1 VGA/XGA DA, 345 MHZ for splitting image from computer to monitor and projector |
| 1 | Cable | 10’ stereo mini cable for connecting from Y to faceplate audio jack |
|  |

**Mandatory Installation Requirements –** (Complete and return as part of proposal)

|  |  |  |  |
| --- | --- | --- | --- |
| **Please initial next to each item verifying that your company can meet these requirements.**  | Can Fully Comply | Can Partially Comply | Cannot Comply |
| **Flat Panel Installs** |  |  |  |
| 1. Cabling must meet or exceed specifications of cabling listed above.
 |  |  |  |
| 1. Cost includes ceiling height not to exceed 10’ with no more than 3’ clearance between the drop ceiling grid work and support structure/girders.
 |  |  |  |
| 1. Cables should be fished in walls when possible and the use of Surface Mounted Raceway/panduit should be minimized.
 |  |  |  |
| 1. Connect cables from computer to wall plate and flat panel
 |  |  |  |
| 1. Connect and integrated with existing installed sound systems (Audio Enhancement System) when system is in the same spaces
 |  |  |  |
| 1. Are there any special power requirements? We normally have duplex 5-15R outlets.
 |  |  |  |
| 1. Install all wiring per code regulations.
 |  |  |  |
| 1. Remove trash from room and place refuse in the school/building dumpster.
 |  |  |  |
| 1. Clean and sweep up debris from areas of installation.
 |  |  |  |
| 1. Installation of flat panel must include all necessary mounting hardware and cabling.
 |  |  |  |
| 1. Final completion of installation will be signed-off by responsible technology department representative.
 |  |  |  |
| 1. Supplier must be factory-authorized dealer and installer of manufacturer/model being bid.
 |  |  |  |
| 1. Proposer must have technicians on staff to support equipment problems and troubleshoot issues.
 |  |  |  |
| 1. Proposer must be a St. Louis county licensed low-voltage contractor.
 |  |  |  |
| 1. Proposer will not sub-contract work. Proposer has staff available to complete work.
 |  |  |  |
| 1. All manuals/documentation, parts, tools and extra cabling must be left in the classroom for the school technician.
 |  |  |  |
| 1. Flat Panel must have adhesive label attached (viewable from the ground) annotating company name, modle of flat panel, serial number of equipment and install date.
 |  |  |  |
| 1. Service expectations after the sale:
 |  |  |  |
| * 1. On-site support for equipment issues with a response expectation within 24 hours.
 |  |  |  |
| * 1. Serve as processor for manufacture warranty claims to include freight charges or delivery to site location.
 |  |  |  |
| 1. After Proposer/district walk-through, any price variations calculated will be sent to the district in a document noting the price variation and reasons for the change in price within five (5) business days.
 |  |  |  |
| 1. Expectation that Proposer install equipment within 3 weeks of receipt of purchase order. Proposer is to send an updated schedule of installs every two weeks (not required when no orders are pending).
 |  |  |  |
|  |  |  |  |

**Evaluation Process**

Teachers and students should be able to walk up to the board and easily and intuitively use the whiteboard feature quickly (at a minimum). The goal is to have simple software that is easy to install, easy to use, requires no special passwords, accounts, complicated installation procedures, etc.

RSD will consider features beyond the minimum when choosing a panel. RSD recognizes that panels have different features that could differentiate them. To assist selection, vendors or manufacturers should provide in their bid response an overview of features of the panel that the vendor/manufacturer chooses to showcase. Such features may include, but are not limited to, mirroring mobile or other devices, details about warranty and support, audio capability, details about built-in features, etc.

**Evaluation Period Information**

*Overview*

As a part of the bid selection process, RSD requires vendors to furnish a panel and all necessary peripherals and materials, including fully licensed software, for a period of three days. RSD will invite select staff members from various schools within the district to observe, use, and reflect on each provided panel.

*Purpose*

RSD staff have experienced interactive whiteboards and flat panels for several years with varying degrees of success. A wide variety of brands and models exist district wide. Teachers continue to ask for a flat panel.

*Vendor Requirements*

Vendors must:

* Provide the panel and all necessary components to display the panel in a classroom environment, including (but not limited to):
	+ The model of panel as bid,
	+ Any cables required for operation from a PC laptop (HDMI, VGA/audio, USB, etc.),
	+ Any stand or cart necessary for the panel to be displayed,
	+ Access to any software required to use the board.\*
* Deliver and setup all hardware to the Technology Department, 1955A Shepard Rd., Wildwood, MO 63038 on April 9, 2018, between 8:00 AM and 4:00 PM.
* Remove all hardware from the same location on April 13, 2018, between 8:00 AM and 4:00 PM.
* Provide contact information for the on-site coordinator, Bretta Slagle.

Vendors may:

* Provide additional hardware (must be labeled as “optional”) that is included in the bid (optional PC module, optional sound bar, etc.).
* Provide guidelines for use, including a “what’s included in this bid” sheet.
* Provide materials to display (training materials, spec sheets, directions, Q&A, etc.).
* Set up additional displays that highlight features, provide direction, etc.

Vendors may not:

* Be present during the evaluation period.
* Include components that are not part of the bid (except for labeled optional components),
* Communicate with any RSD school-based staff directly or indirectly about or during the evaluation period.
* Collect data from evaluators.
* Software may be loaded on a vendor-provided computer that is included with the equipment, a built-in or optional PC unit, or RSD will provide a PC laptop to load the software on. Vendors will be expected to load the software at the time of setup if using a RSD PC. Software may be removed at the conclusion of the evaluation period.

*Rockwood School District Requirements*

RSD will:

* + Provide a secure space for the evaluation period.
	+ Provide electrical and data connectivity for each vendor.
	+ Ensure that equipment is properly started and shut down at the start and end of each evaluation period (per vendor instructions).
	+ Provide contact information for the on-site coordinator.
	+ Ensure that the on-site coordinator or designee is present during the entire evaluation period.

*Evaluator Requirements*

Evaluators will:

* + Be currently employed at a RSD school or site.
	+ Evaluate all available panels.
	+ Rate each panel individually.
	+ Evaluate panels during the period of time designated, at their own pace, without input from RSD staff.

*Evaluation Survey Categories:*

* + Physical appearance, port accessibility, ease of locating buttons/options, design, aesthetics.
	+ Use of whiteboard app, other built-in features.
	+ Performance, touch responsiveness, audio quality, image quality, reflectiveness, etc.
	+ Ease of use, how intuitive is the hardware and software.

*Evaluators will need to:*

* + Power the board on and off.
	+ Switch between different inputs.
	+ Access any features of the panel (pens, on-screen keyboard, etc.) that are pertinent to their evaluation.
	+ Fill out an electronic form on a RSD provided device.

*General Information*

* + Any software that is provided must be full-version and ready to use.
	+ Vendors may bid multiple panels with different options.
	+ Evaluators will be expected to work independently.

## **BID RESPONSE FORM**

**(Complete and return as part of your proposal)**

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

###### Option 1 (Flat Panel)

Option 1 will consist of a wall mounted flat panel with a built-in sound system.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Rockwood Specifications** | **Manufacturer & Specifications**  | **RSD Unit Cost (to include shipping and handling)** |
| Flat Panel |  |  |  |
| Cabling | All (audio, video) cables to connect the flat panel to a PC and VCR/DVD (assume a distance of 15 ft between flat panel and computer) - VGA, RCA video/audio source, and HDMI  |  |  |
| Over the board bracket | If needed |  |  |
| Installation | Installation costs during normal business hours (7:00 – 4:30 Monday - Friday) |  |  |

###### Option 2 (Flat Panel)

Option 2 will consist of a flat panel on a mobile cart with a built-in sound system.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Rockwood Specifications** | **Manufacturer & Specifications**  | **RSD Unit Cost (to include shipping and handling)** |
| Flat Panel |  |  |  |
| Cabling | All (audio, video) cables to connect the flat panel to a PC and VCR/DVD (assume a distance of 15 ft between flat panel and computer) - VGA, RCA video/audio source, and HDMI  |  |  |
| Stand | Mobile Stand with mount |  |  |

###### Option 3 (Replace existing SMART Board with a flat panel)

Option 3 will consist of replacing an existing SMART board and projector with a flat panel and cables.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Rockwood Specifications** | **Manufacturer & Specifications**  | **RSD Unit Cost (to include shipping and handling)** |
| Flat Panel |  |  |  |
| Cabling | All (audio, video) cables to connect the flat panel to a PC and VCR/DVD (assume a distance of 15 ft between flat panel and computer) - VGA, RCA video/audio source, and HDMI  |  |  |
| Over the board bracket | If needed |  |  |
| Installation | Installation costs during normal business hours (7:00 – 4:30 Monday - Friday) |  |  |

**Additional Options**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Rockwood Specifications** | **Manufacturer & Specifications**  | **RSD Unit Cost (to include shipping and handling)** |
| Additional Sound System installed |  |  |  |
| Extend warranty on flat panel an additional year (total of 4 years) | Extended contract – 4 year total |  |  |
| Remote Control replacement unit |  |  |  |
| Replacement pens |  |  |  |
| **Additional Installation Option Costs** |  |  |  |
| Installation of flat panel outside of normal business hours (7:00-4:30) in addition to cost of normal business hour installs |  |  |  |

**WARRANTY REQUIREMENTS**

Please provide warranty information for all products bid.

**DELIVERY REQUIREMENTS**

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

**INSTALLATION/TESTING PROCEDURES**

*Installation/Testing of flat panel shall be as follows*:

It is the Proposers responsibility to provide all mounting hardware and cabling for the flat panel. Cabling will need to be long enough to connect a flat panel and a PC located within 15’.

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

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**II. 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 8, 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.

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

**ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor’s successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

**LICENSES AND PERMITS**

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

**CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and 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 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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: