

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0418EMRSFAC**

**Title: Districtwide Elevator Preventative Maintenance and Repair Services**

**Issue Date: April 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 elevator preventative maintenance and repair services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 12:00 PM, CST, on May 9, 2018. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Coordinator Maintenance and Grounds

Rockwood School District

17146 Manchester Road

Wildwood, MO 63040

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

Bill Branson

Coordinator Maintenance and Grounds

Rockwood School District

17146 Manchester Road

Wildwood, MO 63040

[bransonbill@rsdmo.org](file:///%5C%5Cfs1%5Ccohome%5Ccofiles%5Capps%5Callusers%5CPurchasing%20and%20Transportation%5CTemplates%5CRFP%27S%5Cbransonbill%40rsdmo.org)

636.733.3270

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: April 6, 2018**

 **Pre-Proposal Meeting April 18, 2018**

 **Deadline for RFP Clarification April 24, 2018**

 **Proposal Due Date May 9, 2018 at 12:00 PM CST**

 **Award Recommendation Submitted to BOE May 23, 2018**

 **BOE Approval Date June 7, 2018**

 **Contract Commencement Date July 1, 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).

The Rockwood School District invites you to submit a bid according to requirements contained herein for labor and materials relating to the performance of monthly inspections and preventative maintenance services of elevators, platform (wheelchair) lifts, and dock/material lifts located in campuses throughout Rockwood School District.

1. **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.: **RFP0418EMRSFAC**. Proposals shall be delivered to:

Facilities Department

Rockwood School District

**RFP0418EMRSFAC**

17146 Manchester Road

Wildwood, MO 63040

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 12:00 PM CST ON May 9, 2018. Proposals submitted after that time and date will be rejected and returned.**

B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):

(1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).

(2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.

(3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.

(4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.

(5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.

(6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer’s total cost for the services to be provided.

1. 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.
2. 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.

1. **PRE-PROPOSAL MEETING AND SITE VISITS**
2. A pre-proposal meeting will be held for all interested Proposers on **April 18, 2018 at 1:00 PM CST**, at the Facilities Services Offices, located at 17146 Manchester Road, Wildwood, MO 63040. 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.
3. Site visits will be performed by appointment only. Site visits by Proposers is encourage, but not mandatory or required. To schedule site visits, please contact Facilities at (636) 733-3270.
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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **RFP INTERPRETATION**

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

1. **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.

1. **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 July 1, 2018 and continue through June 30, 2023.

1. **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

1. **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.

1. **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.

1. **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.

**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 service and consultation to the District about elevator preventative maintenance and repair services.

**SPECIFIC SERVICES:**

**Twelve Monthly Preventative Maintenance Services on Elevators**

This service shall include the labor necessary for the making of MONTHLY examinations of elevators, including cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at the time of the regular examinations and furnish the necessary lubricating oil and greases, rope preservatives and wiping cloths.

All work shall be performed during regular working hours of regular working days of the elevator trade unless overtime is previously approved by the Rockwood School District Coordinator Maintenance/Grounds or Director Facilities.

**One Annual Hydraulic Pressure Test on Elevators**

This annual test is with no load. It will be in the presence of a Missouri State Licensed Elevator Inspector. Although the Licensed Inspector will bill the Rockwood School District directly for all his inspections, Contractor shall contact Rockwood School District in advance to inform us of State inspection cost per unit.

**One Annual Lube and Inspection on all Chair, Platform, Overhead and Dock/Material Lifts**

This annual test shall comply with Missouri State requirements. It will be in the presence of a Missouri State Licensed Elevator Inspector. Although the Licensed Inspector will bill the Rockwood School District directly for all their inspections, Contractor shall contact Rockwood School District in advance to inform us of State inspection cost per unit.

**Hourly Rate and Parts Price Formula for Repairs**

Should an examination uncover items which require replacement and/or repair, authorization from Rockwood School District Facilities office must be obtained prior to performing work. Projected hourly-labor rates and the parts-price formula should be stated in your final bid worksheet.

**Qualified Service Technicians**

Contractor shall guarantee that all service technicians will be fully qualified, directly employed and supervised by the contractor. Technicians will maintain the elevator/lift equipment in a proper and safe operating condition.

All adjustment work, repair of dispatch systems and group supervisory circuits, checking of operation circuits and performing of safety circuits as well as all major repair and troubleshooting will be performed by fully qualified journeyman mechanics.

**Monthly Scheduled Preventative Maintenance**

Contractor shall perform twelve (12) monthly routine maintenance inspections to examine, adjust, lubricate as required and, if conditions warrant, repair the following to ensure the proper operation of the equipment:

* MACHINE (traction); including worm and gear, thrust bearings and housings, drive sheave, drive sheave shaft bearings; brake including brake pulley, brake coil, brake contact, linings and component parts.
* MACHINE (hydraulic); pump unit, including valves, gears, thrust bearings, valve magnet coils, V‑belts, seals, packing and drive motors.
* MOTOR AND MOTOR‑GENERATOR; including auxiliary rotating systems (tachometer and regulator), motor windings, rotating elements, commutator, brushes, brush holders and bearings.
* GOVERNOR; including governor sheave and shaft assembly, bearings, contacts and jaws.
* ALL IDLER SHEAVES; including deflector and secondary, car counterweight and compensation, related bearings and governor tension assemblies.
* CONTROLLER COMPONENTS; including all relays, contactors, solid state components, resistors, capacitors, transformers, contacts, leads, mechanical or electrical timing devices and computer devices.
* SELECTOR COMPONENTS; including selector drive (tape, wire or cable) and all mechanical and electrical drive components.
* HOISTWAY DOOR INTERLOCKS; or locks and contacts; hoistway door hangers and tracks, bottom door gibs and auxiliary door closing devices for power operated doors.
* HOISTWAY LIMIT SWITCHES; slowdown switches, leveling switches and associated cams and vanes.
* GUIDE SHOES; including roller or replaceable liners.
* BUFFERS; including spring or oil.
* AUTOMATIC POWER OPERATED DOOR OPERATORS; door protective devices, car door hanger, track and car door contact.
* CAR; safety mechanism and load weighing equipment.

**Building Access**

Due to increasing security risks service technician(s) are not allowed open access to our facilities. Technicians are required to give a minimum of four (4) hours advanced notice before arriving at a school. Upon signing in at the school office the technician shall have access to the elevator/lift equipment control rooms.

**Mandatory Sign In/Sign Out**

Ways of notification shall be agreed to once the contractor is selected and contract is signed. Each time a service tech (or service crew) enters one of our facilities they will be required to “buzz-in” via the security check point at the school entrance. Once permitted into the building technician(s) are required to sign in at the school office or security desk and sign out when job is complete. FOR THE SAFETY OF OUR STUDENTS AND STAFF THERE ARE NO EXCEPTIONS TO THIS PROCEDURE WHILE SCHOOL IS IN SESSION!

**Unit Quantity Revisions**

When the number of units covered under this contract are increased, price adjustment shall be made to the contract a value relative to the unit pricing of similar elevators as listed in Schedule A and take into consideration elevator type, number of stops, age and vintage. Any required changes must be in writing and signed by a duly authorized representative of the Contractor and Owner.

**Service Tickets**

A contractor-generated service order form or work order shall be signed by a Rockwood School District employee at the school and provided to the Facilities Office at least once a month. In the event no one is at the school to sign (such as during the winter or summer break) contact the Facilities Office at 636-733-3270.

**Examination/Inspection/Service Charts**

The Examination/Service Chart shall be maintained for each elevator/lift. These Examination Charts shall list all of the parts of the elevators/lifts, their equipment and systems, and frequency with which they are to be serviced. At minimum, charts shall be kept in conformance with the manufacturer’s specifications for scheduled maintenance and service. Space shall be provided on the chart in which the servicing mechanic can indicate the date and time of service, and a brief description of the service performed. If the examination charts are not maintained up to date, the work shall be deemed not to have been completed, and such deemed failure to complete the work may, at the option of Rockwood School District, constitute a breach of this contract.

**RECORD KEEPING**

The contractor shall provide Rockwood School District with 2 copies of detailed Examination/Service Charts. Examination charts shall be created by the contractor and approved by Rockwood School District.

* The original to remain on location with the equipment.
* A copy of the service ticket shall be provided to Rockwood School District Facilities Office within 5 business days of the Examination/Service call.
* The contractor shall maintain a history of all the work performed on Rockwood School District equipment for the duration of this agreement, and upon request, make it available to Rockwood School District within 24 hours of receiving such request from the District.

**MSDS/GHS**

Contractor shall provide and maintain a current Material Safety Data Sheets (MSDS) or Globally Harmonized System (GHS) information for all chemicals brought into the premises for cleaning, lubrication, repair etc.

**CALLBACK SERVICE**

The contractor shall provide Callback Service for the elevators/lifts when requested by an authorized Rockwood School District representative. Callback service shall include adjustment, diagnosis, repair, or replacement of component parts required at any time during the term of this agreement to ensure the safe and proper operation of the elevator or lift equipment. Callback service shall not include repairs that are due to accidental damage, abuse or vandalism of equipment.

The contractor shall respond to Callback Service request within 2 hours for emergency requests, and 3 hours for non-emergency requests. Callback Service requests may be made by any mutually agreed on means of communication and occur at any hour, Monday-Sunday.

**PERFORMANCE**

If Rockwood School District becomes dissatisfied with the performance provided by the contractor a written notice including an explanation shall be given, at which time the contractor has 30 days to correct the problem to the satisfaction of the District. If not satisfied Rockwood School District reserves the right to cancel this contract within 24 hours.

**DURATION OF INSPECTION SERVICES**

Pending BOE approval on **June 7, 2018** the length of this contract is to be in effect for a five (5) year period. Yearly increases, if any, shall not exceed the increase in the Consumer Price Index for our region per year. Rockwood School District reserves the right to cancel this contract within 90 days of the annual contract date if dissatisfied with performance provided.

**GENERAL DESCRIPTION OF WORK**

To provide safety and maintenance inspections of all Rockwood School District’s elevators/platform lifts/chair lifts equipment as follows:

* Twelve (12) monthly lube and inspections of all elevators
* One (1) annual hydraulic pressure test (with no load) of all elevators/platform lifts (in presence of a Missouri State Licensed Elevator Inspector)
* Hours labor rate for repairs
* Parts-price formula for repairs
* Coordinate summer inspections with Rockwood's contracted Fire Alarm Service Provider to test and verify elevator functions during fire alarms.

All services shall be performed in a professional manner and shall comply with applicable standards as set forth by the Occupational and Safety and Health Administration (OSHA).

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**LOCATIONS** (See attached District Map for locations and addresses)

|  |  |  |  |
| --- | --- | --- | --- |
| **SCHOOL** | **TYPE** | **MANUFACTURER** | **LOCATION** |
| Babler Elementary | Passenger-Hydraulic | Schindler | Gym area |
| Ballwin Elementary | Stairway Chairlift | Garaventa | Gym |
| Crestview M.S. | Passenger-Hydraulic | Cemco | #3 South End |
|  | Handi-Lift Platform Lift | Cheny | Main Entrance |
|  | COE-42 Platform Lift | Nat'l Wheel O Vator | Gym /Theater lower level |
| Eureka Elementary | Cable Drum PT-Passenger | Inclinator Custom | East end of 2nd story wing |
|  | GSL-I Stairway Chairlift | Garaventa | Gym |
| Eureka H.S. | Platform Lift | Nat'l Wheel O Vator | Theater |
|  | Platform Lift | Nat'l Wheel O Vator | Orchestra Pit |
|  | Passenger-Hydraulic | Otis | 800-900 Hallway |
|  | Dock/Material lift | Advance | Dock exterior area |
| **\*** | Passenger-Hydraulic | ThyssenKrupp | Athletics area |
| Lafayette H.S. | Passenger-Hydraulic | Westinghouse | Main Hallway |
|  | Passenger-Hydraulic | Schindler | Basement locker room |
|  | Platform Lift | Nat'l Wheel O Vator | Theater seating |
|  | Wheelchair Lift | Nat'l Wheel O Vator | Theater stage |
|  | Platform Lift | Nat'l Wheel O Vator | Commons /north end |
| LaSalle Springs M.S. | Passenger-Hydraulic | Dover | Main hallway |
| Marquette H.S. | Passenger-Hydraulic | Dover | #1 Cafeteria |
|  | Passenger-Hydraulic | Dover | #2 north hallway by gym |
|  | Platform Lift | Concord | New Theater building |
| Rockwood Summit H.S. | Passenger-Hydraulic | Dover | #2 Theater building |
|  | Passenger-Hydraulic | Long Elevator | #1 classroom tower |
|  | VPL BC-96 | Nat'l Wheel O Vator | New stage |
|  | Overhead Lift | Prism | Nurse’s office bathroom |
| Rockwood Valley M.S. | Passenger-Hydraulic | Dover | Main lobby |
| Selvidge M.S. | Passenger-Hydraulic | Dover | 2nd story wing south end |
|  | Artira stairway chairlift | Garaventa | Stage west end |
| Vandover Early Childhood | Artira stairway chairlift | Garaventa | Commons main staircase |
| Westridge Elementary | GSL-I Stairway Chairlift | Garaventa | Gym |
| Woerther Elementary | GSL-II Stairway Chairlift | Garaventa | Main hallway |
|  | GSL-I Stairway Chairlift | Garaventa | Gym |

**\*** This elevator is currently under warranty until March 31, 2018 at which time it will be included in the contract.

**Note**: Service to additional facilities, if building during the contract, would be subject to negotiation for service during the remainder of the contract.

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**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 July 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**

1. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, workers’ 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.
2. The District shall be included as an additional insured on all required insurance policies, except Workers’ Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.
3. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.
4. 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 Rockwood School District Board of Education 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 Maintenance/Grounds or Director Facilities 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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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: