

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0319FACSPR**

**Title: Annual Inspections, Testing and Maintenance of Fire Protection Sprinkler Systems and Associated Equipment**

**Issue Date: March 25, 2019**

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 annual inspections, testing and maintenance of fire hydrants, fire protection sprinkler systems, fire pumps and associated equipment as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN 3:00 PM CDT ON APRIL 16, 2019. Proposals submitted after that time and date will be rejected.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Coordinator Maintenance and Grounds

Rockwood School District

17146 Manchester Road

Wildwood, Missouri 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, Missouri 63040

bransonbill@rsdmo.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: March 25, 2019**

 **Deadline for RFP Clarification April 1, 2019**

 **Proposal Due Date April 16, 2019 at 3:00 PM CDT**

 **Award Recommendation Submitted to BOE May 1, 2019**

 **BOE Approval Date May 16, 2019**

 **Contract Commencement Date June 1, 2019**

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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 4,000 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 annual inspections, testing and maintenance of fire hydrants, fire protection sprinkler systems, fire pumps and specific associated equipment.

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, including Schedule A (spreadsheet), which shall be submitted on a flash drive with the hard copies. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP0319FACSPR**. Proposals shall be delivered to:

Coordinator Maintenance and Grounds

Rockwood School District

**RFP0319FACSPR**

17146 Manchester Road

Wildwood, Missouri 63040

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 3:00 PM CDT ON APRIL 16, 2019. Proposals submitted after that time and date will be rejected.**

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. **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 May 16, 2019. 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 1, 2019 and continue through May 31, 2022, with the option to renew two (2) additional 12-month terms.

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 the District and, when in tangible form, all copies of such information shall be returned to the 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 the 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, sketches, 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 annual fire protection sprinkler systems, fire pumps, fire hydrants and gauges inspections, testing and maintenance services, 5-year obstruction testing, and fire protection sprinkler system and fire pump backflow prevention device inspection, testing, maintenance and repair services throughout the District to ensure all fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and applicable backflow preventers continue to function and comply with all applicable laws and safety standards.

Project scope includes all inspections and testing of the fire protection sprinklers systems, fire pumps, fire hydrants, associated backflow preventers and obstruction investigations as needed at 32 locations throughout the District. Proposer will be providing labor and materials on a fixed-price basis to perform the annual fire protection sprinkler system inspections (a minimum of 110 sprinkler systems), annual fire hydrant flow tests (a minimum of 69 fire hydrants), fire pumps (a minimum of 2 pumps), and five-year obstruction investigations, as needed. This contract will only include backflow preventers that are directly part of fire protection sprinkler systems.

**SPECIFIC SERVICES**

All Rockwood School District fire protection sprinkler systems, fire pumps, fire hydrants, gauges and associated backflow prevention devices are to be inspected and tested according to the latest NFPA 25 Edition at the time of annual inspections and testing and according to the latest regulations and procedures set forth by the authority having local jurisdiction, which includes, but is not limited to, the State of Missouri Department of Natural Resources, St. Louis County and local municipalities . Inspection and testing reports are to be properly supplied to the Rockwood School District and the appropriate Fire District.

Invoicing for the inspections and testing as described in this RFP shall be at the conclusion of all work. The Contractor shall provide a copy of all inspection reports, and separate proposals for suggested upgrades and/or replacements for each site, along with an itemized invoice for the inspections and testing as described in this RFP.

The Contractor will schedule and conduct a preliminary meeting with the District’s Maintenance personnel prior to inspections to accomplish the following goals:

* Establish contacts and a schedule
* Coordinate fire alarm procedures
1. **INSPECTIONS**

During the inspections, the Contractor’s Inspector will meet weekly, or more often as needed, with the District’s Maintenance personnel and review the following:

* Progress and schedule
* Any deficiencies or necessary repairs
* The completeness and accuracy of records and documents at the fire protection systems location
* Proper and appropriate signage (This may also include updating signage on fire protection equipment to identify the valves, zones or other important service information and assisting with installing records keeping equipment.)
* Any other issues

Fire Protection Sprinkler Systems and Associated Backflow Prevention Devices

1. One annual inspection to test the fire protection sprinkler systems for proper operation and to locate and update tags on all fire sprinklers and associated backflow prevention devices before July each year. During the same inspection, document required repairs and provide a quote to the District for approval.
2. Contractor shall inspect and perform authorized repairs to the District fire sprinklers and associated backflow systems following local, state and NFPA federal codes and regulations, including, but not limited to, the State of Missouri Department of Natural Resources, St. Louis County and local municipalities. Testing should include the running of water until the alarm is triggered, timing the process and making record of the time it took for the alarm to be triggered. Times shall be compared from year-to-year to track variances in the flow rate.
3. Should an associated backflow prevention device two inches (2”) or smaller not pass initially, price shall include a simple clean and flush of assembly.
4. Approval for any work to be invoiced to the District must come from the District’s Director Facilities or Coordinator Maintenance and Grounds.
5. Upon approval, repair damaged and defective fire sprinklers and associated backflow devices previously quoted.
6. A list of known sprinklers and associated devices is included in Schedule A. Awarded vendor is only to inspect backflow preventers that are utilized. Please indicate those that are no longer utilized, or abandoned as so they may be removed from the system. This list may not be complete. As building additions and/or renovations are completed and buildings added, additional system, sprinklers, and/or devices will require testing and to be added to the list as required.
7. Supply the District with an updated electronic inventory of all fire sprinklers and associated backflow devices per location with type, size and quantity when requested by the District.
8. The Contractor shall submit all inspection certificates to the appropriate authority as required. Contractor is responsible for obtaining inspection forms and permits, as require to perform the scope of services.
9. The Contractor shall include in the proposal any applicable filing fees associated with the submission of testing reports to St. Louis County, Missouri and to any other applicable municipalities or local authorities.
10. As inspections are completed, send an electronic copy to the District by email and a hard copy to follow. Also send a copy to the appropriate Fire District once all inspections are complete.

Five -Year Internal Piping Condition and Obstruction Inspection of Fire Protection Sprinkler Systems

Annual inspections of internal piping condition and obstruction inspection of fire protection sprinkler systems as required according to the latest NFPA 25 Edition at the time of annual inspections and all authorities having local jurisdictions. See anticipated 5-year obstruction inspection quantities in Schedule A.

The obstruction investigation will take place at a minimum of four points in the fire protection sprinkler system:

* System valve
* Riser
* Cross main
* Branch line

If obstructions are found, a complete flushing program will be conducted to remove all foreign materials from the piping per NFPA 25.

Fire Hydrants and Associated Backflow Prevention Devices

One annual inspection to test the flow of fire hydrants for proper operation and to locate and update tags on any associated backflow prevention devices before July each year. During the same inspection, document required repairs and provide a quote to the District for approval.

Fire Pumps and Associated Backflow Prevention Devices

One annual inspection to test the flow of the fire pumps and fire pump alarm signals for proper operation and to locate and update tags on any associated backflow prevention devices before July each year. Inspection should include, but not be limited to, inspection of pump bearings, pump shaft end play, accuracy of pressure gauges and sensors, pump coupling alignment and wet pit suction screens. During the same inspection, document required repairs and provide a quote to the District for approval.

Gauges

One annual inspection of all gauges associated with the fire protection sprinkler systems, fire hydrants and fire pumps. Gauges should be checked for accuracy and calibrated, as needed. Testing shall be in accordance with the latest NFPA 25 Edition at the time of annual inspections and testing. During the same inspection, document required repairs and/or replacements and provide a quote to the District for approval.

1. **REPAIR OF DEVICES THAT DO NOT PASS INSPECTION**

Fire Protection Sprinkler Systems

Provide a unit price (labor and parts) to replace, upon authorization, damaged or corroded fire sprinkler heads, corroded fittings, damaged gaskets or corroded or damaged pipe. Unit price shall include leak testing as specified by the local AHJ. Should repairs be widespread and beyond normal wear and tear, the owner shall be advised for their appropriate action, and quoted costs for repair shall be in accordance with time and materials rates quoted.

Backflow Preventers associated with Fire Protection Sprinkler Systems and Fire Pumps Provide a unit price (labor and parts) to replace, upon authorization, the complete assembly rubber parts kit for the different sized RP backflow preventers listed on Schedule A. Kits to be applicable to OEM replacement parts. Unit price shall include retesting and final certification of device. Should repairs be required beyond the basic rubber parts kit, owner shall be advised for their appropriate action, and quoted costs for repair shall be in accordance with time and materials rates quoted.

Gauges

Gauges shall be replaced every 5 years or tested every 5 years by comparison with a calibrated gauge. Gauges not accurate to within 3 percent of the full scale shall be recalibrated or replaced. Should replacements be widespread, the owner shall be advised for their appropriate action, and quoted costs for replacement shall be in accordance with time and materials rates quoted.

1. **WORKING HOURS, SCHEDULE AND RESPONSE TIMES**

Work may be done Monday through Friday, 7:00 am to 4:00 pm, unless prearranged with the District’s Facilities department.

1. Only the District’s Facilities department can request service from the Contractor. A list of authorized callers will be provided on the contract is let.
2. Routine Service During Business Hours - Once a call is placed into your main office number, there should be a technician on site within twenty-four (24) hours from the call.
3. Emergency Service During Business Hours - Once a call is placed into your dispatch office number, there should be a technician on site within two (2) hours from the call.
4. Emergency Service Outside of Business Hours - Once a call is placed into your after-hours on call number, there should be a technician on site within two (2) hours from the call.

The successful bidder will be required to provide to the District’s Facilities department a complete set of all Material Safety Data Sheets used for the performance of the contracted scope of work. The successful bidder will also be required to maintain an additional complete set at the work site at all times.

**BIDDER QUALIFICATIONS**

**General**: Inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices shall be done by trained persons having available the appropriate servicing manual(s), the proper types of tools, materials and replacement parts.

**Verification**: The selected Contractor performing inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices shall verify that:

* NFPA - Contractor is a member in good standing with the National Fire Protection Association (NFPA) and has copies of the current applicable National Fire Code standards.
* ABPA/ASSE - Contractor and/or Contractor’s backflow tester holds current certification as a Backflow Prevention Assembly Tester from either the American Backflow Prevention Association (ABPA) or the American Society of Sanitary Engineering (ASSE) and has copies of the applicable and current Missouri Code of State Regulations (CSR) for the Department of Natural Resources.
* Licensing - As required by State, County and/or local ordinances, Contractor and its applicable employees are properly licensed for the inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices.
* Contractor Experience - Contractor has a minimum of five (5) years’ experience in the inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices with previous experience working in a school environment. The project will not be divided between contractors.
* Employee Experience - Contractor’s employees performing inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices on behalf of Contractor must have a minimum of two (2) years’ experience in the inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices.
* Specified Equipment - Only manufacturer specific replacement parts and factory new equipment shall be used in the inspections, testing, maintenance and repair of fire protection sprinkler systems, fire pumps, fire hydrants, gauges, and associated backflow prevention devices.
* Reliable Contact - Contractor shall have a business telephone number, which is answered live during the weekday hours of 7:30 am and 5:00 pm, and shall provide an after-hours telephone number for obtaining 24-hour per day emergency service.

**ADDITIONAL INFORMATION**

Any additional service for repairs and/or parts must have prior approval by District’s Coordinator Maintenance and Grounds and submitted in writing from the Contractor with an estimated cost.

**FIRE ALARM SYSTEMS**

In all cases when a fire alarm system must be removed from the dispatch service, specific times should be noted. Extensive periods of time shall be reported to the District’s Facilities department and a “fire watch” may need to be set in place.

Calling fire alarm systems off line procedure: Contact the District’s Facilities office at (636) 733-3270.

If the Contractor fails to call the fire alarm system out of service, the Contractor will be responsible for paying any resulting bill issued by the local fire department to the District for failure to call the fire alarm system out of service.

**DEFINITIONS AND ABBREVIATIONS**

The Contractor shall agree and understand that whenever the following words, abbreviations, or expressions appear in the RFP document or any amendment, exhibit, or attachment thereto, the definition or meaning described below shall apply. If reference to any of the words or abbreviations below is ambiguous to the Proposer, or contradicts the RFP, the Proposer shall make this known to the District prior to submitting a proposal.

BFP - Backflow Preventer

DC - Double-Check Valve Assembly

OEM - Original Equipment Manufacturer

RP - Reduced Pressure Zone Valve Assembly

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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 May 16, 2019 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, 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.

B. 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.

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 three (3) 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 Director Facilities 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.

Contractor agrees that any employee acting on behalf of the contractor and performing duties on District property will adhere to District policies related to staff conduct, including but not limited to: banning the use of tobacco on District property, drug-free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will perform background screening on each staff member to ensure that they are not on a sexual offender or predator list. A complete list of District policies can be found at:

<http://www.rsdmo.org/boardofeducation/policiesandregulations/Pages/default.aspx>

**INDEPENDENT CONTRACTOR**

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor’s duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor’s Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor’s employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

**FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. **Consultants must also sign and provide to the District an affidavit (attached) indicating they do not knowingly employee any unauthorized aliens under this agreement.**

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**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda.

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

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

1. Name of Company’s Officers:

|  |  |  |
| --- | --- | --- |
| NAME |  | TITLE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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 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.
5. 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: