

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP1019ANSCD**

**Title: Automatic Notification System**

**Issue Date: October 14, 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 a comprehensive communications platform that will enable the district to effectively provide information to faculty, students, parents and members of the community, as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 5:00 PM, CST ON NOVEMBER 15, 2019. Proposals submitted after that time and date will be rejected.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Web Services Coordinator

Rockwood School District

500 North Central

Eureka, Missouri 63025

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

Karl Weinrich

Rockwood School District

500 North Central

Eureka, Missouri 63025

weinrichkarl@rsdmo.org

636.733.1140

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: October 14, 2019**

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

 **Proposal Due Date November 15, 2019 at 5:00 PM CST**

 **Anticipated BOE Approval Date February 6, 2020**

 **Contract Commencement Date July 1, 2020**

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

The Rockwood School District invites you to submit a bid according to requirements contained herein for a comprehensive communications platform that will enable the district to effectively provide information to faculty, students, parents and members of the community.

1. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, proposers must submit one (1) hard copy 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.: **RFP1019ANSCD**. Proposals shall be delivered to:

Web Services Coordinator

Rockwood School District

**RFP1019ANSCD**

500 North Central

Eureka, Missouri 63025

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 5:00 PM, CST ON NOVEMBER 15, 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. **PRE-PROPOSAL MEETING**

A pre-proposal meeting is not currently scheduled. Potential bidders requiring clarification of proposal requirements shall contact the District’s Web Services Coordinator by 5:00 PM CST on November 15, 2019. All District responses to bidder’s questions will be posted via the District’s RFP website link.

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.

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 February 6, 2020. 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, 2020 and continue through June 30, 2025.

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

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**

**Minimum Technical and Functional Requirements for Automatic Notification System**

The Respondent must use a fully hosted Application Service Provider (ASP) system with no one-premise equipment/specialized software (other than an Internet browser) and no additional phone lines required. The ASP system will be used to deliver all message types, including emergency notifications, absence notifications and school outreach notifications. Respondents must show proof of consistent ability to deliver thousands of messages within minutes. System must be configurable to provide granular user rights and roles, restricting data access and administrative oversight to appropriate personnel. The system need to be able to support a student population of 25,000 or more.

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| **SECTION #1– GENERAL QUESTIONS** |
| 1 | Is your company public or privately held? If public, please provide your market symbol. |
| 2 | How many years has your company been doing business under your current name? |
| 3 | Has your company ever done business under another name? If so, what name? |
| 4 | Where is your headquarters located? |
| 5 | How many full-time employees? |
| 6 | Do you have a Midwest office/presence? If so, where? |
| 7 | What is the name of your automatic notification system? |
| 8 | How long has your product been generally available on the market? |
| 9 | How many US Pre K12 school districts are running the current version of your product? |
| 10 | How many US Pre K12 school districts with an active student enrollment of 20,000 or more are currently using your product? |
| 11 | How many state of Missouri PreK-12 school districts with an active student enrollment of 20,000 or more are currently using your product? |

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| **SECTION #2 – SYSTEM FEATURES AND FUNCTIONS** |
|  | **CATEGORY** | **TOPIC** | **QUESTION** |
| 12 | General | Overview | Describe how a user would access your system to send an automated message. |
| 13 | General | Overview | How quickly are messages received by the targeted contact list? How long would it take for a phone message sent to more than 100,000 phone numbers to be delivered? |
| 14 | General | Overview | How many call centers does your company have to direct messages during high-traffic times? |
| 15 | General | Account Management | Does you solution automatically combine parent accounts for parents with multiple children at the district? |
| 16 | General | Security | Does your solution provide the ability to assign specific permissions for each user role? The solution must also have the capability of creating an unlimited number of user-defined roles. |
| 17 | General | Security | Describe the measures your solution has taken to provide security to private information. Include your solution's method for logging user activity. |
| 18 | General | Branding | Does your solution offer the ability for the interface to match the colors of the district's website as well as include the district logo? |
| 19 | General | Hosted Solution | Is your solution fully hosted? |
| 20 | Groups | Custom Groups | Does your solution provide the ability to create an unlimited number of customized calling groups? |
| 21 | Groups | Query Based Groups | Does your solution automatically create query-based groups dependent on grade level, class, site, and language preference? |
| 22 | Implementation | Integration | Does your solution support unlimited number of fields for data integration? |
| 23 | Implementation | Integration | Does your solution automatically sync data from the Infinite Campus (student information system), My School Bucks/NutriKids (cafeteria system), Versatrans e-Link (transportation system), Sungard BusinessPLUS (HR system), Canvas (Instructure, Inc.) as well as other district systems? |
| 24 | Implementation | Integration | Describe your data integration process with student information systems and other district data systems. |
| 25 | Implementation | Integration | Does your solution integrate with data from food services to provide automated lunch balance messages and reports? |
| 26 | Implementation | Integration | Does your solution provide integration to pull student and faculty photos to be used in web and mobile apps? |
| 27 | Implementation | Account Creation | Does your solution automatically create separate accounts for parents, students, and staff created by data imported from the district? |
| 28 | Implementation | ImplementationSchedule | Describe the implementation process and provide a sample implementation schedule. |
| 29 | Implementation | Integration | Please list and describe the number of data fields your solution will integrate with. |
| 30 | Messaging | Email | Does your solution include attachments when sending email, web and mobile messages (e.g., newsletters, event calendars, permission forms, etc.). |
| 31 | Messaging | Email | Describe the system provide the ability for a user to unsubscribe by link or response to email messaging. |
| 32 | Messaging | Email | Does your solution provide email templates that are customizable by layout and colors? |
| 33 | Messaging | Email | Does your solution provide users the ability to upload their own html code to customize enewsletters? |
| 34 | Messaging | Multi-Lingual | Does the solution support automatic text-to-text language translation? How many languages are provided? |
| 35 | Messaging | Multi-Lingual | Does the solution deliver notifications in a contact’s specified language preference? |
| 36 | Messaging | Phone | Does the solution recognize answering machines and delay message delivery until the greeting is completed? The solution must automatically repeat the message if an answering machine is detected. |
| 37 | Messaging | Phone | Does the solution combine and deliver multiple phone messages from one or more schools to the same phone number? Explain how your system would combine calls for families with multiple students enrolled at different school sites. |
| 38 | Messaging | Phone | Does the solution show an individual set caller ID for phone messages? |
| 39 | Messaging | Phone | Does the solution include global settings to prevent calls from being made before a certain time or after a certain time (except in case of emergencies)? |
| 40 | Messaging | Phone | Does the solution provide a “Do Not Contact” list at both the individual school and district levels? The list must support including phone numbers, SMS numbers, and email addresses. |
| 41 | Messaging | Phone | Does the solution have the ability to send messages to multiple phone numbers (home, work, mobile, etc.)? |
| 42 | Messaging | Phone | Are administrators able to override system call windows with important or emergency notifications? |
| 43 | Messaging | Phone | Does your solution have the option to verify with the recipient that a phone message has been heard and received? |
| 44 | Messaging | Phone | What is the capability for recipients receiving calls to request that a message be repeated? |
| 45 | Messaging | Phone | Does the solution accept live voice responses at the completion of a broadcasted notification? These voice responses must be available via the Web interface to administrators. |
| 46 | Messaging | Phone | Does the solution detect busy and no-answer call results and perform additional attempts to deliver the notification at optimal intervals until the expiration of the notification window? |
| 47 | Messaging | Teacher | Does the solution provide the ability for district and school administrators to add an unlimited amount of custom-created messages that any administrators may use? |
| 48 | Messaging | Teacher | Does the solution provide all teachers the ability to send multiple messages to multiple students? Please describe this process. |
| 49 | Messaging | Teacher | Does the solution provide a way for teachers to create their own messages for delivery via phone, email and SMS? |
| 50 | Messaging | Archiving Sent Messages | Does the solution offer the capacity for messages to be stored for use and alteration at a later date? |
| 51 | Messaging | Custom Messaging | Does the solution provide unlimited general and emergency notifications that do not require the use of district phone lines? |
| 53 | Messaging | Draft Messages | Does the solution save messages as drafts without requiring the user to manually save the draft? |
| 54 | Messaging | Dynamic Messaging | Does the solution deliver messages in a human voice and still allow the integration of data from data files (e.g. student name) into the content of a message? |
| 55 | Messaging | Listening to PastMessages | Are administrators able to listen to notifications through the Web interface? |
| 56 | Messaging | Message Cancellation | Does the solution allow for administrators to cancel a notification prior to completion either via the Web interface or technical support? |
| 57 | Messaging | Message Creation | Can messages be created and delivered via the web, native iPhone and Android app and touch- tone phone? |
| 58 | Messaging | Message Priority | Does the solution allow administrators to assign specific priority levels to notifications? |
| 59 | Messaging | Quality Messaging | Describe how your solution provides alerts for system administrators when messages exceed general recipient retention length. Does your solution restrict message length? |
| 60 | Reporting | Contact Details | Does the solution log all notification attempts and results with information that includes?* Notification methods - (e-mail, phone, etc.)
* Contact information (name, date, time)
* Contact results (live answer, answering machine, bad phone number, hung up, invalid e-mail address, etc.)
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| 61 | Reporting | Message Tracking | Does the solution provide real-time results of messages currently being delivered along with delivery details, by notification type and delivery status? |
| 62 | Reporting | Report Exports | Are all reports exportable to pdf, .xls, and .csv.? |
| 63 | Reporting | Report Filtering | Does your solution allow queries through a Web browser to produce reports filtered on any field or combination of fields? |
| 64 | Reporting | Scheduled Reports | Are message delivery reports sent automatically via email on a regular schedule? |
| 65 | Reporting | Usage Reports | Does the solution offer a report to view usage statistics by individual school and for the entire district? |
| 66 | Additional Products/ Features | Student Document Delivery | Does your product offer a method for delivering individual student reports (i.e. report cards) to parents and students? |
| 67 | Additional Products/ Features | Teacher Communication Mobile Application | Does your company offer a teacher mobile application that allows for direct teacher parent communication? |
| 68 | Additional Products/ Features | District and School Mobile Application | Does your company offer a district and school mobile application solution that allows for posting?* Announcements
* Calendars
* Parent/student login to view grades, assignments and other student data
* Lunch menus
* Staff directory
 |
| 69 | Additional Products/ Features | Event Scheduling | Does your company provide a solution for event scheduling (i.e. parent signs up online for parent teacher conference date and time)? |
| 70 | Additional Products/ Features | Safety | Does your company offer any student safety solutions? |
| 71 | Support | Training | Does the solution have a detailed training plan that accommodates multiple adult instructional strategies including: webinars, on-site training, interactive video tutorials, and comprehensive user guide documentation? |
| 72 | Support | Help Desk | Does the solution provide toll-free, live 24x7 technical and emergency support along with 24x7 message and system monitoring? Response time cannot exceed five minutes for phone support. |
| 73 | Company | Timelines | What is the implementation timeline for school districts with more than 20,000 students? |
| 74 | Company | Upgrades | Based on past performance, how often does your product require upgrades? |
| 75 | Company | Reference | Can you provide references for two school districts of 25,000 or more students that has implemented your automatic notification system? |

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| **SECTION #3 - COST** |
| 76 | Explain your pricing schedule for your automatic notification system. |
| 77 | Do you have a set-up fee? |
| 78 | If so, what is included in the set-up fee? |
| 79 | Do you have a plan fee rate? |
| 80 | If so, how many total calls are included in your plan fee? |
| 81 | Do you have a cost-per-student fee? |
| 82 | If so, how many contact numbers are included per family in the cost-per-student fee? |
| 83 | If a school goes over plan fee limits, what penalties arise? |
| 84 | What is the overage rate for your service? |
| 85 | What is the average yearly increase of your fee during the last five years? |
| 86 | What recurring cost can a school district with 30 individual schools expect? |

**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, 2020 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 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 Contractor 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 Contractor 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 Web Services Coordinator and/or his 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:

 [www.rsdmo.org/departments/boe/policiesandregulations](http://www.rsdmo.org/departments/boe/policiesandregulations)

**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, Contractor will provide documentation and a sworn affidavit that all employees of Contractor 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.

Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a “business entity” (<http://revisor.mo.gov/main/PageSelect.aspx?section=285.530>) the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

1. **CONTRACTOR’S PERSONNEL**

The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor.

The Contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the contract:

1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
2. Provide to the District the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
3. Submit to the District a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**DATA SECURTY GUIDELINES**

1. Company must include their Data Governance Policies and Procedures.
2. Company must provide a certification of Cybersecurity/Data Breach and Cyber Malpractice Insurance.
3. Company must provide acknowledgement of District Data Governance policies and requirement (Exhibit B). Due to individual vendor processes and procedures, data governance expectations will be discussed during contract refinement. At a minimum, the final contract shall include the following data governance expectations:
	1. The district owns all employee/district data that is shared, collected and/or generated through use of the system
	2. Access to and use of district data is limited only to those that need to have access to perform required support of the system
	3. District data cannot be used for marketing, advertising or data mining, or shared with 3rd parties unless allowed by law and authorized by the district
	4. Vendor must disclose where and how confidential or critical information will be stored and ensure that all district information will only be stored on servers in the United States
	5. All data will be maintained in a secure manner and appropriate technical, physical and administrative safeguards are in place to protect the data
	6. Vendor must disclose how and when data will be destroyed
	7. In the event that the district and/or vendor terminates services, all data must be provided to the district in an agreed upon method and all data stored on vendor systems must be de-identified and/or deleted. Vendor must provide to the District’s Chief Information Office an affidavit acknowledging the de-identification and/or deletion of data within 30 days of termination of services.
	8. In the event of a data breach, vendor must immediately notify the district and assume liability of district costs resulting from the breach
	9. Vendor will ensure encrypted method of all data transactions with the district
	10. All employee data portals are secured through the use of verified digital certificates
	11. A data inventory and/or dictionary must be provided to the district’s Chief Information Officer

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**EXHIBIT A**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**

**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The Proposer must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

|  |
| --- |
| BOX A: To be completed by a non-business entity as defined below.BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [www.e-verify.gov/](https://www.e-verify.gov/).BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

**Business entity,** as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

|  |
| --- |
| BOX A – CURRENTLY NOT A BUSINESS ENTITY |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)* I am a self-employed individual with no employees; **OR**
* The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (RFP/RFQ Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Rockwood School District with all documentation required in Box B of this document. |
|  |  |  |  |  |
|  | Authorized Representative’s Name(Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Company Name (if applicable) |  | Date |  |

**EXHIBIT A, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

|  |
| --- |
| **BOX B – CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530. |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | Authorized Business EntityRepresentative’s Signature |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  |  |  |
| As a business entity, the consultant/contractor must perform/provide each of the following. The consultant/contractor should check each to verify completion/submission of all of the following:* Enroll and participate in the E-Verify federal work authorization program (Website: [www.e-verify.gov](http://www.e-verify.gov/); Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
* Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the consultant’s/contractor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed, at minimum, by the consultant/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the consultant’s/contractor’s name and company ID, then no additional pages of the MOU must be submitted; AND
* Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this document.
 |

**EXHIBIT A, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The consultant/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name)does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Authorized Representative’s Signature |  | Printed Name |
|  |  |  |
|  |  |  |
| Title |  | Date |
| E-Mail Address |  | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am

 (DAY)(MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

 (NAME OF COUNTY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(NAME OF STATE) (DATE)

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Notary |  | Date |

**EXHIBIT A, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

|  |
| --- |
| **BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.* The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed by the consultant/contractor and the Department of Homeland Security – Verification Division
* A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University**\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Previous **RFP/RFQ Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if known) |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | Authorized Business EntityRepresentative’s Signature |  |
|  |  |  |  |  |
|  | E-Verify MOU Company ID Number |  | E-Mail Address |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
| **FOR STATE USE ONLY** |  |  |  |
| Documentation Verification Completed By: |  |  |  |
|  |  |  |  |  |
|  | Buyer |  | Date |  |
|  |

**EXHIBIT B**

**Data Governance Addendum for District Data of the Rockwood R-VI School District**

**Data Governance Conditions**. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Company is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

* + - Data Storage/Maintenance. The parties agree that all data collected or held by Company (including but not limited to Customer students’ names and other information) shall be stored within the United States of America. The parties further agree that Company shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
		- Data Encryption. In conducting data transactions and transfers with the Customer, Company will ensure that all such transaction and transfers are encrypted.
		- Data Portals. Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.
		- Data Breach. Company agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure User Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Company has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it User Data that the Customer provided Company or that Company collected from Customer or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said User Data (“Security Incident”), then Company will promptly, subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the Customer and will use reasonable efforts to cooperate with the Customer’s investigation of the Security Incident.

If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Company shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Company or its agents, employees, or contractors, Company shall nevertheless reasonably cooperate in the Customer’s investigation and third-party notifications, if any, at the Customer’s direction and expense. Company shall also be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of Company or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident. Company shall also be required to outline for the Customer the steps and processes that Company will take to prevent post-employment data breaches by Company employees after their employment with Company has been terminated.

* + - Data Dictionary. Company will provide the Customer with a data inventory that inventories all data fields and delineates which fields are encrypted within Company’s platform maintaining collected Customer data.
		- Data Ownership. The parties agree that, notwithstanding Company’s possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Company or that Company collects from the Customer. Company further agrees that Customer data cannot be used by Company for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the Customer in writing.
		- Company Access to Customer Data. The parties agree that Company shall exclusively limit its employees, contractors, and agents’ access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Company warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted to ensure that such individuals have no significant criminal history.
		- Data Handling in the Event of Termination. In the event that the parties terminated their agreement for the provision of Company’s services, upon written request any Customer data within Company’s possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties’ termination of their agreement for Company’s services, then that data must also be de-identified/deleted.
		- Cyber Security Insurance. Company will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Data Breach.
		- Company Visits to Customer Property. The parties recognize that certain Company employees, contractors, or agents may visit the Customer’s property in order to obtain the necessary information for the provision of Company’s services. In the event that a Company employee must be unsupervised on Customer’s property, the parties agree that, before any such visits to the Customer occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Company further warrants and agrees that its employees, contractors, or agents who visit the Customer will not have contact or interact with the Customer’s students. Company will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys’ fees), damages, and liabilities resulting directly, from the acts and/or omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customer’s property as described herein.

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

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 |