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

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0919TRANMESS**

**Title: Transportation Employee Medical Examinations and Screening Services**

**Issue Date: October 15, 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 employee medical examinations and screening services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 3:00 PM CDT ON OCTOBER 31, 2019. Proposals submitted after that time and date will be rejected.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Purchasing Buyer

Rockwood School District

111 East North Street

Eureka, Missouri 63025

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

Terra Wichowski

Purchasing Buyer

Rockwood School District

111 East North Street

Eureka, Missouri 63025

[wichowskiterra@rsdmo.org](mailto:wichowskiterra@rsdmo.org)

(636) 733-2032

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 15, 2019**

**Deadline for RFP Clarification October 22, 2019**

**Proposal Due Date October 31, 2019 at 3:00 PM CDT**

**Award Recommendation Submitted to BOE November 19, 2019**

**BOE Approval Date December 5, 2019**

**Contract Commencement Date January 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 employee medical examinations and screening services.

1. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, proposers must submit two (2) hard copies of the proposal and one electronic copy, including Exhibit 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.: **RFP0919TRANMESS**. Proposals shall be delivered to:

Purchasing Buyer

Rockwood School District

**RFP0919TRANMESS**

111 East North Street

Eureka, Missouri 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 3:00 PM CDT ON OCTOBER 31, 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 December 5, 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 January 1, 2020 and continue through December 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

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 employee medical examinations and screening services.

**MEDICAL EXAMINATIONS**

Proposer shall be capable for providing state required post-offer/pre-employment and annual physical examination services for the District’s Transportation drivers and monitors. Post-offer/pre-employment physical examinations are to be completed at the Proposer’s clinic location. Typically, the District hires approximately three (3) new drivers each month. Occasionally, the Proposer will be asked to perform a “Fit for Duty” physical examination of a driver or monitor.

Due to the high volume of employees requiring physical examinations at the end of each school year, the selected Proposer will be required to conduct the examinations onsite at the District’s Transportation Department located at 17146 Manchester Road, Wildwood, Missouri 63040. Approximately 200 employees will require onsite examinations. The successful Proposer shall provide a minimum of three physicians for this end of year physical examinations.

The successful Proposer shall provide physical examinations in compliance with the instructions and standards on the *Missouri Department of Revenue Form 3056: Medical Examination for School Bus Operator’s Permit* (Exhibit D) for bus drivers and the District Form 9001: *Physical Examination Form - Bus Monitor* (Exhibit E) for monitors, which shall include, but not be limited to the following:

* Physical Examination: Must be completed by a licensed physician. Routine measurements and laboratory samples may be taken by a nurse or appropriately licensed technician. All results must be reviewed by a licensed physician and/or medical examiner with the physician’s/medical examiner’s signature, date, address, telephone number, and medical license number on the applicable examination form.
* Vision Test: Indicate visual acuity with and without corrective lenses, noting color perception.
* Hearing Test
* Health History: Discuss positive responses with applicant and include description in the Comments portion of the appropriate form.
* Existing Conditions: Determine if existing condition(s) would disqualify driver from meeting physical requirements, as specified on Form 3056.
* Blood Pressure
* Urinalysis: Test for sugar and albumin.
* Lungs: Note confirmed shortness of breath, audible wheezing or other condition(s) that would affect safe operation of a school bus.
* Heart: Perform stethoscopic examination.
* Nose and Throat: Note any evidence of disease or deformity likely to interfere with safe operation of a school bus.

**SCREENING SERVICES**

Proposer shall be capable of providing services for the District in full compliance with all applicable federal, state, county and local laws, including but not limited to the District’s policies and regulations, the Drug Free Workplace Act of 1998 and U.S. Department of Transportation (DOT) Alcohol and Drug Testing program (49 CFR Part 40 and 382 and 655) for all District employees who are subject to DOT regulations. Proposer is responsible for monitoring any changes to the various policies and regulations listed above and maintaining compliance with regulations at all times.

Proposer must provide clinic hours and days of operation.

1. **RANDOM SCREENINGS**

Rockwood School District Transportation would be considered an individualized random screening consortium. This means that only District Transportation drivers would be in the program and screening percentages would be based on the number of District Transportation drivers.

* Consistency of screening: The number of screenings required are to be spread out equally for each screening session or monthly, if required.
* Better control: There should be flexibility to raise or lower the frequency and volume of screenings, meeting DOT minimum standards.
* Budget control: Volume screenings will allow for a more stable budget for screening purposes.

Random screenings should be conducted either onsite or at a local clinic by DOT-qualified collection technicians. The Proposer’s staff must meet DOT training qualifications for both drug and alcohol collections. Proposer’s laboratory(ies) must be certified by HHS under the National Laboratory Certification Program (NLCP). Alcohol testing must be accomplished using a NHTSA certified Evidential Breath Testing (EBT) device and administered by a certified Breath Alcohol Technician (BAT). The Proposer’s staff will follow protocol required for federal collections.

The average onsite drug screening should be completed in eight to ten (8-10) minutes and an alcohol screening in six to eight (6-8) minutes.

Proposers should anticipate the following frequency and volume of screenings:

* Monthly random screenings, except for June and July.
* The annual level of screenings will be twenty-five percent (25%) for drug and ten percent (10%) for alcohol, resulting in approximately 47 random drug screenings and 19 random alcohol screenings annually and 5 random drug screenings and 2 random alcohol screenings monthly.

1. **MANDATORY, POST-OFFER/PRE-EMPLOYMENT, POST-COLLISION, SUSPICION AND RETURN TO WORK SCREENINGS**

All District Transportation driving staff members with a Commercial Driver’s License (CDL) will be required to undergo screening after receiving an offer from the District for employment. Preference will be given to Proposers who provide local clinic(s) within fifteen (15) miles of the three (3) bus lot locations, the addresses for which can be found on Exhibit A.

Proposers will network with local clinics and/or alternative collection/screening sites to provide these services, as necessary. Clinics and/or alternative collection/screening sites would invoice the Proposer for collections, and the Proposer would submit an invoice to the District. Proposer must provide a list of clinics and alternative screening sites, including address and hours of operation. Proposer is responsible for monitoring collection sites to ensure compliance with DOT regulations. All specimens must be tested by a laboratory certified by the Department of Health and Human Services to perform such services as required by DOT.

When a clinic or alternative screening site is not readily available, Proposer’s services should be available twenty-four hours a day and seven days per week (24/7) for post-collision screening.

Proposer must provide capability to perform out-of-state drug and alcohol screenings for employees, if requested.

Proposer shall provide fees for emergency and after-hour collections per Exhibit A for drug and alcohol screening.

1. **TRAINING**

Proposer shall provide CDL driver and supervisor drug and alcohol training consistent with FMCSA requirements (49 CFR, Part 382.601 and 382.603). Training shall be provided either onsite or online.

**THIRD-PARTY ADMINISTRATOR**

The successful Proposer shall function as a Third-Party Administrator (TPA). The TPA shall manage the random testing program and shall act as an intermediary in the transmission of drug and alcohol testing information from the MRO or BAT to the District, with the exception of positive alcohol results, which will come directly from the BAT.

**CHAIN OF CUSTODY FORMS**

Proposer shall be responsible for providing chain of custody (COC) forms as evidence of proper specimen handing during the screening process. The COC record should include, but not be limited to all changes in the seizure, custody, control, transfer, analysis and disposition of physical and electronic evidence of a human specimen test. Preference will be given to Proposer who provides COC’s via a secure and encrypted online portal.

**MOTOR VEHICLE RECORDS (Optional)**

The successful Proposer may be asked to provide requested MVRs instantly. If Proposer is capable of providing these services, please indicate such on Exhibit A. Preference will be given to Proposer who provides MVRs via secure and encrypted online portal.

**ADDITIONAL SERVICES**

Additional services or test may be requested throughout the term of the contract. A full list of these services can be viewed on Exhibit A.

**ONLINE RESULTS**

Proposer must provide detailed information regarding any and all web-based software tools and/or portals used to store and provide results for any and all services provided to the District. Proposer must show proof of secure and encrypted online portal, from which the District will access the random screening program, screening and health data, COCs, and MVRs (if applicable).

**PRICING**

Proposer shall submit pricing for all services listed in Exhibit A as part of proposal.

**ABBREVIATIONS AND DEFINITIONS**

The Proposer shall agree and understand that whenever the following abbreviations, words 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 abbreviations or words below is ambiguous to the Proposer, or contradicts the RFP, the Proposer shall make this known to the District prior to submitting a proposal.

BAT: Breath Alcohol Technician

CDL: Commercial Driver’s License

CFR: Code of Federal Regulations

COC: Chain of Custody form

CPL: Conforming Products List

DOT: U.S. Department of Transportation

EBT: Evidential Breath Testing

FMCSA: Federal Motor Carrier Safety Administration

HHS: U.S. Department of Health and Human Services

MRO: Medical Review Officer - a licensed physician who is responsible for receiving and reviewing laboratory results generated by an employer’s drug screening program

MVR: Motor Vehicle Record

NHTSA: National Highway Traffic Safety Administration

NLCP: National Laboratory Certification Program

TPA: Third-Party Administrator

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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 January 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 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 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 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:

[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 B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B 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.

1. **SUBCONTRACTORS**

Any subcontracts for the services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor. The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the services in the contract shall in no way relieve the Contractor of the responsibility for providing the services as described and set forth herein. The Contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

1. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
2. shall not henceforth be in such violation and
3. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

**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 requirements (Exhibit C). 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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT B**

**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 B, 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 Entity  Representative’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](mailto: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 B, 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 B, 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 Entity  Representative’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 C**

**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 |  | Date  Acknowledged |  | 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

|  |  |
| --- | --- |
|  |  |
|  | Company Officer’s Name |
|  |  |
|  | Signature Date |