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

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0321DFSCOM**

**Title: Digital Form Solution**

**Issue Date: March 24, 2021**

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 Digital Form Solution as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 4:00 PM, CDT, ON APRIL 23, 2021. Proposals submitted after that time and date will be rejected.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Coordinator of Web Services

Rockwood School District

500 North Central Ave.

Eureka, Missouri 63025

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

Karl Weinrich

Coordinator of Web Services

Rockwood School District

500 North Central Ave.

Eureka, Missouri 63025

[weinrichkarl@rsdmo.org](mailto: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 March 24, 2021**

**Deadline for RFP Clarification April 8, 2021**

**Proposal Due Date April 23, 2021 at 4:00 PM CDT**

**Contract Commencement Date July 1, 2021**

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**I.** **RFP INSTRUCTIONS AND CONDITIONS**

1. **INTRODUCTION**

The District is a nationally recognized, diverse community of learners. Currently the District serves nearly 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 3,500 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).

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.: **RFP0321DFSCOM**. Proposals shall be delivered to:

Coordinator of Web Services

Rockwood School District

**RFP0321DFSCOM**

500 North Central Ave.

Eureka, Missouri 63025

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 4:00 PM, CDT, ON APRIL 23, 2021. 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 Provider(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-bid meeting is not currently scheduled. Potential bidders requiring clarification of proposal requirements shall contact the District’s Coordinator of Web Services by 4:00 PM CDT on April 8, 2021. 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. 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 around June 10, 2021. The successful Proposer may 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, 2021 and continue through June 30, 2026.

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 occurrence

(Including Contractual Liability)

$ 2,000,000 in aggregate

Cyber Security $1,000,000 per occurrence

$2,000,000 in aggregate

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. **EXCEPTIONS**

If a Proposer takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

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 Digital Forms:**

The Respondent must be a hosted digital form, workflow and digital signature solution provider. Respondents must show proof of consistent ability to collect and process thousands of forms. System must be configurable to provide granular user rights and roles, restricting data access and administrative oversight to appropriate personnel. The system needs to be able to support a student population of 25,000 or more.

## **General Questions**

1. Has your company ever done business under another name? If so, what name?
2. Where is your headquarters located?
3. How many full-time employees?
4. Do you have a Midwest office/presence? If so, where?
5. What is the name of your digital forms solution?
6. How long has your product been generally available on the market?
7. How many US Pre K12 school districts are running the current version of your product?
8. How many US Pre K12 school districts with an active student enrollment of 20,000 or more are currently using your product?
9. How many state of Missouri PreK-12 school districts with an active student enrollment of 20,000 or more are currently using your product?
10. Can you provide references for two school districts of 20,000 or more students that has implemented your automatic notification system?

## **System Functions and Features**

## General Information

1. Briefly describe how a user would access and complete a digital form.
2. Describe how a person would edit and review their completed forms.
3. Is your solution fully hosted?
4. What is the uptime for your hosted solution?
5. Does your solution offer the ability to customize its appearance to match Rockwood’s branding?
6. Is there a storage limit for your product?

## Implementation

1. Describe the implementation process and provide a sample implementation schedule.

## Security

1. Describe the measures your solution has taken to provide security to private information. Include your solution's method for logging user activity.
2. Can forms be completed by authenticated users and anonymous users?
3. What various user roles can be assigned to individual forms?
4. What various administrator roles can be assigned to your form solution?
5. Can individual form results be assigned unique security (row level security)?
6. Does your solution offer single sign on for Microsoft Active Directory and/or Google?
7. Does your solution allow for the automated creation of user accounts via a daily import from Rockwood servers?
8. Can data that is collected in a form be sent securely to a Rockwood on-premises SQL server?

## Digital Forms

1. Does your solution allow access to data collected in near real-time?
2. Can full function forms be filled out and submitted across multiple devices (desktop, tablets, Chromebook, smartphones)?
3. Can a form designer apply logic to the individual fields in a form (show/hide fields, change user options, etc.)?
4. Can a form designer apply rules for specific fields (required, validation, character and word lengths)?
5. Do form fields allow for formatting (i.e. phone numbers, email addresses, dates)?
6. Can a form designer or end-user add multiple rows (repeating section) of data to a single form (i.e. multiple items on an invoice)?
7. Can images be added to the form, embedded or data driven?
8. Do your forms allow for the pre-population of data from Rockwood databases and/or URL parameters?
9. Are your forms compatible with barcodes and QR codes?
10. Are individual forms accessible using a unique URL?
11. Can forms be integrated/embedded into existing Rockwood websites?
12. Can an individual be sent a request to complete a form?
13. Do users have the ability to start a form and then come back to the form to complete it at a later date?
14. Do your forms allow attachments of files? If so, how does the form manager retrieve the files? Is there a file size limit? Is there a limit to the number of files that can be uploaded?
15. Can submission results be displayed or emailed to the user as a confirmation?
16. Can a CAPTCHA validation for anonymous forms be implemented?
17. How do form owners ~~to~~ manage their form’s data?
18. Can form results be preloaded with unique user existing data?
19. Does your solution provide users the ability to upload their own code to customize forms?
20. Does your solution provide that ability to export individual form data? If so, what format?
21. Does your solution provide the ability to export all responses in one file for a specific form? If so, what format?
22. Can your digital forms be used to sign up for specific time slots and resources?
23. Is there a limit on the number of submissions one form can have?

## Digital Signatures

1. Describe how your digital signature solution works.
2. What legal compliance does your solution provide?
3. Does your digital signature solution work on tablets, Chromebooks and smartphones?
4. Does your digital signature solution contain an audit and/or tracking report?
5. Can the form send a digital signature request to an existing email address that is in a Rockwood database?

## Workflows

1. Can workflows be triggered with form submissions?
2. Can approvals and other tasks be assigned to users?
3. What events can be triggered with workflows (emails, exports)?

## Reporting and Analytics

1. Does your solution provide detailed reports/analytics about form usage?
2. What types of reports are available?
3. Does your solution provide form specific reports to display data collected from the form?
4. Are reports and raw data exportable (pdf, xls, csv)?

## Additional Products and Features

1. Does your solution connect with any third party tools (Google Drive, Google Mail, Adobe Acrobat, Instructure Canvas)?
2. Does your solution provide any integration with Microsoft SharePoint?

## Support

1. 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?
2. What type of technical support does your company provide?
3. Based on past performance, how often does your product require upgrades?

## Cost

1. Explain your pricing schedule for your digital form solution.
2. If a school goes over plan limits, what penalties arise?
3. Do you have a set-up fee? If so, what is included in the set-up fee?
4. What recurring cost can our district expect?
5. What is the average yearly increase of your fee during the last five years?

**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 and the Standard Student Data Privacy Agreement, 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, 2021 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**

Provider warrants and represents to the District that Provider possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Provider 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 Provider 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 Provider to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Provider for Services, unless and until Services are corrected and performed satisfactorily; (c) require Provider 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. Provider shall maintain occurrence-based insurance including comprehensive general liability and Cyber Security described herein. The District shall be named as an additional insured on the commercial general liability policy and all such insurance coverage shall be primary and non-contributory with respect to any insurance maintained by the District.

B Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

C. 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 Provider's Services under this Agreement.

D. Certificates of insurance of Provider's insurance coverage shall be furnished to the District at the time of commencement of the Services.

E. 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**

The District may terminate this Agreement with or without cause at any time by giving 10 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.

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.

**FORCE MAJEURE**

If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

**INDEMNITY**

Provider agrees to indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, employees, representatives, agents, successors, and assigns from, against, and in respect to any and all claims, losses, damages, suits, or liabilities, including costs and attorneys’ fees, for damages incurred or suffered, directly or indirectly, arising from or relating to the acts and/or omissions of Provider and/or its employees, contractors, or agents, in connection with providing the services, as is contemplated under this Agreement.

**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 Provider 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 Provider 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, Provider shall report to, and confer with, the District’s Coordinator of Web Services and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Provider and issues related to the Services. Provider also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

**ASSIGNMENT**

Provider agrees, for Provider and on behalf of Provider’s successors, heirs, executors, administrators, and any person or persons claiming under Provider, 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**

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

**PROVIDER REPRESENTATIONS**

Provider acknowledges and represents that (i) Provider 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 Provider, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Provider and to bind Provider to the terms hereof, and (iv) Provider 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. Provider also agrees to abide by all applicable District policies and regulations.

Provider agrees that any employee acting on behalf of the Provider 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 Provider agree that Provider will act for all purposes as an independent Provider and not as an employee, in the performance of Provider’s duties under this Agreement. Accordingly, Provider shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Provider’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, Provider and Provider’s employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Provider 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.

**NONDISCRIMINATION**

The District actively follows a policy of nondiscrimination on the basis of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-Era-veteran-status. The District also complies with the following laws and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Humans Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations. By entering into this Agreement, Provider agrees to be bound by all aforementioned laws and regulations. Provider shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Provider certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

**FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Provider will provide documentation and a sworn affidavit that all employees of Provider 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 Provider meets the section 285.525, RSMo, definition of a “business entity” (<http://revisor.mo.gov/main/PageSelect.aspx?section=285.530>) the Provider must affirm the Provider’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 Provider should complete applicable portions of Appendix A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Appendix A must be submitted prior to an award of a contract.

1. **PROVIDER’S PERSONNEL**

The Provider 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 Provider 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 Provider 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 Provider from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Provider.

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

If the Provider meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Provider 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 Provider’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 Provider 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 Provider should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**The selected proposer will be required to sign the attached STANDARD STUDENT DATA PRIVACY AGREEMENT.** In submitting a proposal, the Proposer agrees to the terms and conditions in this section and the Standard Student Data Privacy Agreement, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District.

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**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

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

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

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

1. Name of Company’s Officers:

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

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | Date  Acknowledged |  | 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 |

**APPENDIX 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.

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| 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 |  |

**APPENDIX 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.)***

|  |  |  |  |  |
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| **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. | | | | |

**APPENDIX 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.)***

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| --- | --- | --- |
|  |  |  |
| 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 |

**APPENDIX 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.)***

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

**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

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

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

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

1. Name of Company’s Officers:

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

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | 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 |