

**Rockwood School District Automatic Notification System**

The Rockwood School District (hereafter referred to as RSD) is requesting solicitations from qualified companies that can provide the expertise, capabilities and experience to competently and competitively provide a comprehensive communications platform that will enable the district to effectively provide information to faculty, students, parents and members of the community. This request does not obligate the District in any way (i.e., to any further action or to pay any costs incurred by providers related to the submission of this RFP).

The Respondent’s proposal shall demonstrate that the Respondent has the capability, experience and expertise necessary to provide a solution that will support traditional mass notification services via telephone, email and text.

Please review and complete the following sections by typing in your responses. Return the completed document via email attachment or by mail by 5:00 p.m. CST on December 15, 2021 to Karl Weinrich, Web Services Coordinator for the Rockwood School District, at this email address weinrichkarl@rsdmo.org or at the address below.

# Rockwood School District 500 North Central Eureka, MO 63025

# (636) 733-1140

**Rockwood School District Automatic Notification Systems**

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

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

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

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| **SECTION #2 – SYSTEM FEATURES AND FUNCTIONS** | | | |
|  | **CATEGORY** | **TOPIC** | **QUESTION** |
| 12 | General | **Overview** | Describe how a user would access your system to send an automated message. |
| 13 | General | **Overview** | How quickly are messages received by the targeted contact list? How long would it take for a phone message sent to more than 100,000 phone numbers to be delivered? |
| 14 | General | **Overview** | How many call centers does your company have to direct messages during high-traffic times? |
| 15 | General | **Account Management** | Does your solution automatically combine parent accounts for parents with multiple children at the district? Does you solution automatically connect teacher, class and student accounts? |
| 16 | General | **Security** | Does your solution provide the ability to assign specific permissions for each user role? The solution must also have the capability of creating an unlimited number of user-defined roles. |
| 17 | General | **Security** | Describe the measures your solution has taken to provide security to private information. Include your solution's method for logging user activity. |
| 18 | General | **Branding** | Does your solution offer the ability for the interface to match the colors of the district's website as well as include the district logo? |
| 19 | General | **Hosted Solution** | Is your solution fully hosted? |
| 20 | Groups | **Custom Groups** | Does your solution provide the ability to create an unlimited number of customized calling groups? |
| 21 | Groups | **Query Based Groups** | Does your solution automatically create query-based groups dependent on grade level, class, site, and language preference? |
| 22 | Implementation | **Integration** | Does your solution support unlimited number of fields for data integration? |
| 23 | Implementation | **Integration** | Does your solution automatically sync data from the Infinite Campus (student information system), My School Bucks/NutriKids (cafeteria system), Versatrans e-Link (transportation system), Sungard BusinessPLUS (HR system), Canvas (Instructure, Inc.) as well as other district systems? |
| 24 | Implementation | **Integration** | Describe your data integration process with student information systems and other district data systems. |
| 25 | Implementation | **Integration** | Does your solution integrate with data from food services to provide automated lunch balance messages and reports? |
| 26 | Implementation | **Integration** | Does your solution provide integration to pull student and faculty photos to be used in web and mobile apps? |
| 27 | Implementation | **Account Creation** | Does your solution automatically create separate accounts for parents, students, and staff created by data imported from the district? |
| 28 | Implementation | **Implementation**  **Schedule** | Describe the implementation process and provide a sample implementation schedule. |
| 29 | Implementation | **Integration** | Please list and describe the number of data fields your solution will integrate with. |
| 30 | Messaging | **Email** | Does your solution include attachments when sending email, web and mobile messages (e.g., newsletters, event calendars, permission forms, etc.). |
| 31 | Messaging | **Email** | Describe the system provide the ability for a user to unsubscribe by link or response to email messaging. |
| 32 | Messaging | **Email** | Does your solution provide email templates that are customizable by layout and colors? |
| 33 | Messaging | **Email** | Does your solution provide users the ability to upload their own html code to customize enewsletters? |
| 34 | Messaging | **Multi-Lingual** | Does the solution support automatic text-to-text and/or text-to-speech language translation? What languages are supported? |
| 35 | Messaging | **Multi-Lingual** | Does the solution deliver notifications in a contact’s specified language preference? |
| 36 | Messaging | **Phone** | Does the solution recognize answering machines/voicemail and delay message delivery until the greeting is completed? The solution must automatically repeat the message if an answering machine is detected. |
| 37 | Messaging | **Phone** | Does the solution combine and deliver multiple phone messages from one or more schools to the same phone number? Explain how your system would combine calls for families with multiple students enrolled at different school sites. |
| 38 | Messaging | **Phone** | Does the solution show an individual set caller ID for phone messages? |
| 39 | Messaging | **Phone** | Does the solution include global settings to prevent calls from being made before a certain time or after a certain time (except in case of emergencies)? |
| 40 | Messaging | **Phone** | Does the solution provide a “Do Not Contact” list at both the individual school and district levels? The list must support including phone numbers, SMS numbers, and email addresses. |
| 41 | Messaging | **Phone** | Does the solution have the ability to send messages to multiple phone numbers (home, work, mobile, etc.)? |
| 42 | Messaging | **Phone** | Are administrators able to override system call windows with important or emergency notifications? |
| 43 | Messaging | **Phone** | Does your solution have the option to verify with the recipient that a phone message has been heard and received? |
| 44 | Messaging | **Phone** | What is the capability for recipients receiving calls to request that a message be repeated? |
| 45 | Messaging | **Phone** | Does the solution accept live voice responses at the completion of a broadcasted notification? These voice responses must be available via the Web interface to administrators. |
| 46 | Messaging | **Phone** | Does the solution detect busy and no-answer call results and perform additional attempts to deliver the notification at optimal intervals until the expiration of the notification window? |
| 47 | Messaging | **Teacher** | Does the solution provide the ability for district and school administrators to add an unlimited amount of custom-created messages that any administrators may use? |
| 48 | Messaging | **Teacher** | Does the solution provide all teachers the ability to send multiple messages to multiple students? Please describe this process. |
| 49 | Messaging | **Teacher** | Does the solution provide a way for teachers to create their own messages for delivery via phone, email and SMS? |
| 50 | Messaging | **Archiving Sent Messages** | Does the solution offer the capacity for messages to be stored for use and alteration at a later date? |
| 51 | Messaging | **Custom Messaging** | Does the solution provide unlimited general and emergency notifications that do not require the use of district phone lines? |
| 52 | Messaging | **Delivery Methods** | Does the solution provide multiple delivery points including the following: Home, Work Mobile, SMS, Email, TDD/TYY, Fax, Printed Letter and Mobile Push Notifications? |
| 53 | Messaging | **Draft Messages** | Does the solution save messages as drafts without requiring the user to manually save the draft? |
| 54 | Messaging | **Dynamic Messaging** | Does the solution deliver messages in a human voice and still allow the integration of data from data files (e.g. student name) into the content of a message? |
| 55 | Messaging | **Listening to Past**  **Messages** | Are administrators able to listen to notifications through the Web interface? |
| 56 | Messaging | **Message Cancellation** | Does the solution allow for administrators to cancel a notification prior to completion either via the Web interface or technical support? |
| 57 | Messaging | **Message Creation** | Can messages be created and delivered via the web, native mobile app and touch- tone phone? |
| 58 | Messaging | **Message Priority** | Does the solution allow administrators to assign specific priority levels to notifications? |
| 59 | Messaging | **Quality Messaging** | Describe how your solution provides alerts for system administrators when messages exceed general recipient retention length. Does your solution restrict message length? |
| 60 | Reporting | **Contact Details** | Does the solution log all notification attempts and results with information that includes:   * Notification methods - (e-mail, phone, etc.) * Contact information (name, date, time) * Contact results (live answer, answering machine, bad phone number, hung up, invalid e-mail address, etc.) |
| 61 | Reporting | **Message Tracking** | Does the solution provide real-time results of messages currently being delivered along with delivery details, by notification type and delivery status? |
| 62 | Reporting | **Report Exports** | Are all reports exportable to pdf, .xls, and .csv.? |
| 63 | Reporting | **Report Filtering** | Does your solution allow queries through a Web browser to produce reports filtered on any field or combination of fields? |
| 64 | Reporting | **Scheduled Reports** | Are message delivery reports sent automatically via email on a regular schedule? |
| 65 | Reporting | **Usage Reports** | Does the solution offer a report to view usage statistics by individual school and for the entire district? |
| 66 | Additional Products/ Features | **Student Document Delivery** | Does your product offer a method for delivering individual student reports (i.e. report cards) to parents and students? |
| 67 | Additional Products/ Features | **Teacher Communication Mobile Application** | Does your company offer a teacher mobile application that allows for direct communication to students and parents? Does this communication allow for group and individual communication? Is this communication logged and able to be monitored by district administrators? |
| 68 | Additional Products/ Features | **District and School Mobile Application** | Does your company offer a district and school mobile application solution that allows for posting:   * Announcements * Calendars * Parent/student login to view grades, assignments and other student data * Lunch menus * Staff directory |
| 69 | Additional Products/ Features | **Event Scheduling** | Does your company provide a solution for event scheduling (i.e. parent signs up online for parent teacher conference date and time)? |
| 70 | Additional Products/ Features | **Safety** | Does your company offer any student safety solutions? |
| 71 | Support | **Training** | Does the solution have a detailed training plan that accommodates multiple adult instructional strategies including: webinars, on-site training, interactive video tutorials, and comprehensive user guide documentation? |
| 72 | Support | **Help Desk** | Does the solution provide toll-free, live 24x7 technical and emergency support along with 24x7 message and system monitoring? Response time cannot exceed five minutes for phone support. |
| 73 | Company | **Timelines** | What is the implementation timeline for school districts with more than 20,000 students? |
| 74 | Company | **Upgrades** | Based on past performance, how often does your product require upgrades? |
| 75 | Company | **Reference** | Can you provide references for two school districts of 25,000 or more students that has implemented your automatic notification system? |

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

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| **SECTION #4 RESPONSE** |

The Rockwood School District is soliciting proposals for an automatic notification system and integrated mobile app system. This request does not obligate RSD in any way (i.e., to any further action or to pay any costs incurred by providers related to the submission of this RFP).

Please submit your response via the corresponding number per question. To fully comprehend the information contained within a response to the RFP, the reviewing group at the Rockwood School District may seek further clarification on that response. This clarification may be requested in the form of brief verbal communication by telephone; written communication; electronic communication; or a presentation of the response in a meeting.

The award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, considering 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 the award on a part or portion of a proposal.

Rockwood School 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.

The schedule for responding to this RFP is as follows. Please note that early responses are encouraged.

## RFP issued: Tuesday, November 23, 2021

**RFP responses due: Friday, December 15, 2021 by 5 p.m. CST**

Return the completed document via email attachment or by mail to:

Karl Weinrich

Rockwood School District

Email address: weinrichkarl@rsdmo.org

Or by mail to: **Rockwood School District**

## Communications Department

## 500 North Central Eureka, MO 63025

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| **SECTION #5 CONTRACT TERMS AND CONDITIONS** |

**INTRODUCTION TO THIS SECTION**

The successful Proposer will be expected to enter into a five-year 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. 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 this section, 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.

**FORCE MAJEURE**

In the event either party is unable, as a result of a Force Majeure Event, to perform Services as set forth in this Agreement, neither party shall have any liability under this Agreement with respect to one another. Neither party shall be liable to the other for any additional costs, expenses or damages arising out of the rescheduling or cancellation of the Services pursuant to this Section. "Force Majeure Event" means unforeseeable causes beyond the parties' control and without their fault or negligence, including but not limited to, governmental action or inaction, war, acts of God or of the public enemy, riots, fires, floods, earthquakes, pandemics, epidemics, coronavirus, COVID-19, or any other deadly and communicable virus or disease, quarantines, strikes, lockouts, freight embargoes, electrical outage, computer or communication failures.

**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.

**BILLING AND PAYMENT**

Invoices shall be submitted directly to the Rockwood School District via email at [accountspayable@rsdmo.org](mailto:accountspayable@rsdmo.org) or mailed to the District’s Finance Office at 111 E. North St., Eureka, MO 63025. Each invoice should contain the District purchase order number, date of shipment, quantity, price and items(s) shipped. Invoices will not become due and payable until all times listed on the invoice are received complete.

Rockwood School District’s payment terms are Net 45.

**FISCAL FUNDING**

While the parties intend for the term of this Agreement to be five (5) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District, are not able to be appropriated by the District or cannot be budgeted by the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Contractor prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Contractor for the services performed up to the date of termination.

**GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

**REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, the District’s coordinator of web services 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.

**NON-DISCRIMINATION**

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, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor 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, Contractor 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, 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.

**DATA SECURTY GUIDELINES**

1. Company must include their Data Governance Policies and Procedures.
2. Company must provide a certification of Cybersecurity/Data Breach and Cyber Malpractice Insurance.
3. Company must provide acknowledgement of District Data Governance policies and requirement (Exhibit A). 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

**EXHIBIT A**

**Data Governance Addendum for 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 District 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. Company shall not permit District data to maintained or stored on any mobile device or portable storage medium unless such device is being used in connection with the Company’s backup and recovery procedures and is encrypted.
* Data Encryption. In conducting data transactions and transfers with the District, Company will ensure that all such transaction and transfers are encrypted. Company will ensure District data is encrypted and that all devices or mediums used to maintain, store, or transport District data will be scanned at the completion of Agreement to ensure that no District data is stored on such mobile device or portable storage medium. Furthermore, Company will have in place a service that will allow Company to wipe the hard drive on any stolen mobile device or portable storage medium remotely and have a protocol in place to ensure compliance by Company and Company’s affiliates or contractors.
* 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 District from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by federal and State of Missouri 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 District provided Company or that Company collected from District 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 federal or State of Missouri Law in such other time required by such Law, notify the District and will use reasonable efforts to cooperate with the District’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. 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 District as a result of a Security Incident. Company shall also be required to outline for the District 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 District with a data inventory that inventories all data fields and delineates which fields are encrypted within Company’s platform maintaining collected District data.
* Data Ownership. The parties agree that, notwithstanding Company’s possession of or control over District data, the District maintains ownership of all data that the District provides to Company or that Company collects from the District. Company further agrees that District 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 District in writing.
* Company Access to District Data. The parties agree that Company shall exclusively limit its employees, contractors, and agents’ access to and use of District data to those individuals who have a legitimate need to access District data in order to provide required support of the system or services to the District 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. Contractors to the Company shall have a written confidentiality agreement with the Company and District agreeing to protect the confidentiality and security of District Data. A copy of the written confidentiality agreement shall be made available to the District.
* Data Handling in the Event of Termination. In the event that the parties terminate their agreement for the provision of Company’s services, upon written request any District data within Company’s possession or control must be provided to the District 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 District data is disclosed without de-identifying the same as required herein, written notice shall be provided to the District. If District 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 District a certificate of insurance including Cyber Security Insurance coverage for Data Breach. Company will also provide, upon request, a copy of the Company’s data breach response plan.
* Company Visits to District Property. The parties recognize that certain Company employees, contractors, or agents may visit the District’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 District’s property, the parties agree that, before any such visits to the District 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 District will not have contact or interact with the District’s students. Company will indemnify, defend, and hold the District, 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 District’s property as described herein.