



ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSAL

RFP No.: RFP0523SURCOM2

Title: Telephone Survey Services

Issue Date: May 15, 2023

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 perform a telephone survey services as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 PM, CDT, ON JUNE 1, 2023. Proposals submitted after that time and date will be rejected.

PROPOSALS SHALL BE SUBMITTED TO:

Coordinator of Purchasing
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:

Brenda Kirchhoefer
Coordinator of Purchasing
Rockwood School District
111 East North Street
Eureka, Missouri 63025
kirchhoeferbrenda@rsdmo.org
636.733.2045

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.

Due Dates and Timelines

Following is the anticipated timeline for awarding this project:

RFP Issue Date	May 15, 2023
Deadline for RFP Clarification	May 23, 2023
Proposal Due Date	June 1, 2023 at 2:00 PM CST
Award Recommendation Submitted to BOE	June 7, 2023
BOE Approval Date	June 22, 2023
Background Work Begins	June 23, 2023
Survey Conducted	TBD
Survey Results Available for BOE to Review	August 1, 2023
Top Level Results Presented to BOE	August 3, 2023
Full Report Presented to BOE	August 17, 2023
Closing for Receiving Certification of Election Forms	August 30, 2023
Bond Issue Communications Plan Implemented	August - November 2023
Election Day	November 7, 2023

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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 20,000 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.

2. 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.: **RFP0523SURCOM2**. Proposals shall be delivered to:

Coordinator Purchasing
Rockwood School District
RFP0523SURCOM2
111 East North Street
Eureka, Missouri 63025

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 PM, CDT, ON JUNE 1, 2023. 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) Provide a written description of your overall management approach to the project.

- (5) Provide a written description of the overall timing of the project, assuming presentation of top-level results to the Board of Education by August 1, 2023.
- (6) Provide a specific written description of the process and timing for survey development. Please anticipate including questions related to the bond project, but also ones aimed at determining the levels of satisfaction with the district, district management, district communications, etc.
- (7) Provide a specific written description of the process and timing for conducting the telephone survey with field work being concluded by the end of July 2023.
- (8) Provide a specific written description of the process and timing for analysis and reporting of top-level results by August 1 in preparation for a full report to the board on August 17. Include in this description the level of data analysis and analytics that will be provided to the district for each question and in what format(s) (e.g., Excel, Word, etc.)
- (9) Provide the names and titles of individuals who would be involved in this project and descriptions of the roles and responsibilities they will assume.
- (10) List any anticipated consultants to be used in the project
- (11) Similar projects your organization has completed in the last two years or is currently working on for a public-school district or other relevant entity.
- (12) Include data that demonstrates the reliability of your opinion research work and how it aligns to actual results.
- (13) Provide costs, and the timeline and basis for those costs.

- D. Proposers must provide evidence or information as to their financial condition and stability.
- E. 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.
- F. Proposers must provide a Certificate of Good Standing indicating they have filed all reports and paid the necessary fees to the Secretary of State's office in the state they are licensed in.
- G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

3. PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held for these services. Clarification of proposal requirements shall be directed to the District's Coordinator of Purchasing by 4:00 PM CDT on May 23, 2023.

4. 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. The District reserves the right to negotiate any and all elements of this proposal. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

5. 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.

6. 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.

7. 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.

8. 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.

9. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

10. 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.

11. 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 June 22, 2023. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. It is anticipated the contract term will commence on June 22, 2023 and continue through November 7, 2023.

12. BILLING AND PAYMENT

Invoices shall be submitted directly to the Rockwood School District via email at 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.

13. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability	\$ <u>1,000,000</u> per person per occurrence (Including Contractual Liability)
	\$ <u>1,000,000</u> property damage per occurrence
	\$ <u>1,000,000</u> aggregate all claims per occurrence

14. 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.

15. 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.

16. 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.

17. 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

INTRODUCTION

The Rockwood School District is soliciting proposals from qualified firms to perform a telephone survey of the Rockwood community to gauge community satisfaction with the district and to determine if sufficient support exists for the district to move forward with a ballot initiative that, if passed, would authorize the district to increase the operating tax by \$0.54, whereas the district would subsequently reduce the debt service levy by \$0.54, resulting in zero-tax-rate increase. This would be done in two phases over a three-year period and the resulting operating funds (approximately \$27 million annually when fully phased in) would be used for annual maintenance, capital improvements and technology upgrades across the district. This is part of the district's long-term financial plan to fund capital projects internally rather than rely on the passage of bond issues that incur debt and interest costs.

EVALUATION CRITERIA

The written response to this RFP and the suitability of your indicated approach or plan for the project will be used to evaluate your firm's or team's qualifications. The criteria for making this evaluation will be based on:

Criteria	Points Available
Proposed fees in relation to the services provided.	35
The experience and capabilities of the firm involved. This will focus on projects of similar scope and experience with public school districts.	20
The experience and capabilities of key personnel on the project team.	10
General reliability of the firm or team as indicated by results shown in documents, historic projects and references.	35
Total points available:	100

ELECTION HISTORY

Following is information from the district's ballot issues over the last two decades:

Date	Proposal	For	Against	Result
Apr 5, 2022	Prop P: authorize the district to increase the operating tax levy in the Capital Projects fund by \$0.54. The district would subsequently reduce the debt service levy by \$0.54, leaving the total tax rate unchanged, resulting in zero-tax-rate increase.	10,810	11,298	Failed 48.90%
Apr 4, 2017	Prop T: \$95.5 million bond issue for a new Eureka Elementary, additions at Geggie Elementary, MHS and WMS: enhancements to STEM facilities at multiple schools and upgrades to technology.	14,347	6,942	Passed 67.38%

Apr 7, 2015	Prop 4: \$68.95 million bond issue for tech update at all schools, safety and security, annual preventative maintenance at all schools, install turf fields and replace tracks at all high schools.	10,142	3,576	Passed 73.03%
Apr 2, 2013	Prop S: \$36.6M bond issue	8,406	9,390	Failed 47.24%
Apr 3, 2012	Prop R: \$43.5M bond issue	7,712	6,543	Failed 54.10%
Apr 6, 2010	Prop 5: \$55 million bond issue for safety, maintenance, additions, renovations and tech.	10,922	6,129	Passed 64.10%
Apr 8, 2008	Prop 3: \$74.5M Bond issue	9,335	5,708	Passed 62.06%
Apr 4, 2006	Prop K: \$45M bond issue	9,374	4,557	Passed 67.07%
2005	Prop W: \$44.5M bond issue	7,274	6,237	Failed 53.23%
2003	Prop I: \$50.5M bond issue	8,920	4,716	Passed 65.42%
2001	Prop R: \$38.5M bond issue	9,902	6,156	Passed 61.66%

ADDITIONAL NOTES/BACKGROUND

- As a district, we’re planning for a dedicated funding source to pay for the annual cycle maintenance needs of our schools. While we may need to issue general obligation bonds for large, special projects in the future, ongoing costs, such as roofing, flooring, parking lots and HVAC, would be funded from annual revenue sources instead of borrowing funds.
- Rockwood looks to fund this type of school maintenance without increasing the tax rate or issuing a bond issue referendum. It’s a long-range plan that will shift bond issue funds to the building fund.
- When this long-term plan was initially crafted in 2016, financial experts estimated the district would be able to lower the debt service tax rate from 68 cents to 41 cents in 2025-26 and then to 14 cents (54 cents below the current rate) in 2026-27. However, improved economic conditions and refunding of existing debt has improved that timeline. The district is now in a position to lower the debt service rate from 68 cents to 32 cents in 2025 and then to 14 cents (54 cents below the current rate) in 2027.
- Benefits of implementing Rockwood’s Debt Service Levy Transition Plan include interest cost savings and the ability for long-range planning for capital projects.
 - Rockwood would be able to transition to a pay-as-you-go method of funding school maintenance projects.
 - The plan allows the district to be more efficient with the tax dollars it receives because it eliminates interest and debt issuance costs and allows for more long-term planning so key infrastructure components can be replaced as they reach the end of their useful life.

- Rockwood has a four-step plan to reduce debt and maintain the district's facilities on a pay-as-you-go method.
 - STEP 1: Continue to pay down our existing bond issue debt and take advantage of refunding opportunities when appropriate.
 - The district is currently in the process of refunding the 2016 bond issue, which will allow the district to pay off the bonds three years earlier and save approximately \$4 million in interest.
 - STEP 2: As the district addresses ongoing capital improvements, the debt will be layered so the total principal and interest payment can be made with a lower tax rate.
 - STEP 3: When the tax rate is able to be lowered, we will ask voters for permission to move these cents into our building fund, dedicated to the maintenance of our facilities. This move will not increase the tax rate.
 - STEP 4: After voter approval, these funds will be moved to the building fund in order to pay for annual cycle maintenance needs.
- Rockwood's Debt Service Levy Transition Plan provides the district with the ability to schedule projects 5-10 years ahead, allowing for greater long-range planning.
 - The dedicated source of revenue in the building fund will allow cycle maintenance projects to be completed without future borrowing, which will eliminate interest costs so 100% of the tax dollars can be applied for these types of projects. We understand that spacious, well-maintained schools are needed to equip students with the tools for success.
- Rockwood's debt service rate has remained at \$0.68 since 2009.
- Rockwood's overall tax rate is the lowest it has been since 2010.
- Rockwood has earned the Meritorious Budget Award (MBA) for excellence in budget presentation by the Association of School Business Officials International (ASBO) for 23 consecutive years.
- Rockwood is one of only four districts in Missouri and less than 100 in the country to earn a AAA rating from Standard & Poor's.

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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 June 22, 2023 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.

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.

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 Executive Director of Communications 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

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.

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 Human 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 A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

A. 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.

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**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/.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**

The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

Authorized Representative’s Name (Please Print)	Authorized Representative’s Signature
Company Name (if applicable)	Date

EXHIBIT A, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity
Representative's Name (Please Print)

Authorized Business 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; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the consultant's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant's/contractor's name and the MOU signature page completed and signed, at minimum, by the consultant/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the consultant's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this document.

EXHIBIT A, continued

(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

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
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address _____

Years in Operation	Years under current structure and/or under previous structure
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1) Name of Company's Officers:

NAME	TITLE

2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature

3) 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
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