

**Stakeholder Engagement Solution
Raytown C2 School District
Request for Proposals
March 9, 2020**

To Receive A Copy of this RFP:

Contact: Dr. Steve Shelton

Title: Associate Superintendent of Operations

Phone #: 816-268-7006

E-mail: steve.shelton@raytownschools.org

Proposals MUST be Received No Later Than: 1 PM on Wednesday, April 1, 2020 (Central Time)

Return Completed Proposal to:

Raytown C2 School District
ATTN: Dr. Steve Shelton
Associate Superintendent of Operations
6608 Raytown Road,
Raytown, MO 64133

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 thereto. All proposals must be completed and properly executed by the vendor and received by the date and time noted above to be considered.

INTRODUCTION:

This document is a formal Request for Proposal (RFP) for soliciting qualified vendors to provide a web based solution with the capability of collecting stakeholder (patrons, staff, parent, alumni and students) engagement data, as specified herein. Work not explicitly covered herein, is not required unless it is reasonably inferable there from as being necessary to produce the intended results. The vendors are requested to respond to each RFP Requirement.

DISTRICT INFORMATION:

Raytown C2 School District operates 10 elementary schools, 3 middle schools, 2 high schools, 1 area career and technical center, 1 alternative school, 2 preschools and 1 specialized learning centers across Jackson County Missouri. It has a student population of roughly 8,250 students, served in PK -12 programming.

GENERAL INFORMATION:

- a. The Raytown C2 School District reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal. In consideration for the District's review and evaluation of its proposal, the vendor waives and releases any claims against the District arising from any rejection of any or all proposals, including any claim for costs incurred by the vendor in preparation and presentation of proposals submitted in response to this RFP. In addition, the vendor waives the costs of providing additional information as requested.
- b. All proposals and vendor conduct shall be in accordance with all applicable local, state and federal laws and regulations.
- c. It is expected that all products and services being proposed in the RFP are under the direct ownership and/or supervision of the vendor submitting a proposal. The vendor agrees not to assign or sublet any or all of the contract unless it has written permission from the District. If accepted by the District, the vendor assumes all responsibility for the secondary vendor and compliance with the Raytown C2 School District - RFP requirements.
- d. Proposals are not to include sales tax.
- e. The Raytown C2 School District accepts no responsibility for any error in the vendor's responses. The vendors are liable for all errors or omissions contained in their responses.
- f. At any time before the established time and date set for submission of proposals, a vendor may submit a modification of a proposal previously submitted in the same form and manner as the original proposal.
- g. Proposals may be withdrawn by written notice, which must be received prior to the exact hour and date specified for the receipt of proposals. A proposal may also be withdrawn in

person by the vendor, provided their identity is made known and they sign a receipt for the proposal, but only if made prior to the hour and date specified for the receipt of proposals.

- h. All proposals submitted shall be a firm proposal for a minimum of sixty (60) calendar days after the proposal closing date. The District may request the vendor to grant an extension of the proposal effective period.
- i. The Raytown C2 School District reserves the right to cancel or reissue the RFP at any time, or extend the date and time for submitting proposals.
- j. Proposals, modifications and withdrawals of proposals received after the exact hour and date specified will not be considered. Late proposals, modification and withdrawals will be returned unopened.
- k. The Raytown C2 School District shall assume no responsibility for delay in the U.S. Postal Service or any other mail/courier services resulting in a proposal arriving late. The vendor is responsible to ensure their proposal has been received and signed for in accordance with the exact hour and date.
- l. Properly received proposals will be opened and reviewed at a later date. A final proposal tabulation will be available after the Board of Education has awarded the contract. All proposals submitted become the property of the Raytown C2 School District and are a matter of public record after the Board of Education has awarded the contract.
- m. The Raytown C2 School District reserves the right to make an award without further discussion of the response(s) submitted.
- n. The Raytown C2 School District has the right to waive any informality or irregularity in any proposal(s) received and to accept the proposal(s) which, in its judgment, is in the best interest of the District. The Raytown C2 School District may choose to not award any contract after the process of the RFP. If an award of contract is made, the Raytown C2 School District and the vendor will sign a Notice to Proceed with mutual terms, conditions and specifications agreed upon.
- o. By submitting a proposal, the vendor certifies they have not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of the free competitive process. If the Raytown C2 School District determines that collusion has occurred, none of the proposals for the participating vendors will be considered.
- p. The Raytown C2 School District determination will be final. It is the goal to present the Raytown C2 School District Board of Education with a recommendation to award this contract no later than April 13, 2020. The District and the awarded vendor will work out a detailed project schedule that is mutually agreed upon and ultimately approved by the District.

- q. The selected vendor is expected to enter into a contract with the Raytown C2 School District based upon the vendor's response to this RFP and the terms and conditions of the RFP. Failure to complete contract negotiations will result in disqualification. A contract shall be signed and valid before any monies, products or services are exchanged. In the event of a disqualification the next vendor in succession will be given an opportunity at contract negotiations.
- r. The Raytown C2 School District may conduct investigations, as it deems necessary to assist in the evaluation of any proposal. This will be to establish the qualification, financial stability and the ability for the vendor to comply with their stated proposal.
- s. By submitting a completed RFP, the vendor insures that no gratuities were offered or given to any person, officer or agent of the Raytown C2 School District.
- t. The vendor will note any and all relationships that might be a conflict of interest and shall include such information with their proposal submitted.

RESPONSIBILITIES AS AN INDEPENDENT CONTRACTOR

Any employees provided by vendor shall be considered to be employees or agents of the vendor. Under no circumstances will said employees be considered to be agents or employees of the District. However, the District reserves the right to demand the removal and potential replacement of any one or group of individuals provided by supplier to work on the project. If Vendor intends to utilize a third-party organization to perform any of the tasks associated with any aspect of the proposal, this intent must be disclosed as part of the proposal. Further, responsibility for any items or activities provided by any subcontracting or third-party entity must be assumed by Vendor. This would include, but is not limited to, compliance with both COPPA (Children's Online Privacy Protection Act) and FERPA (Family Educational Rights and Privacy Act). For purposes of this engagement, the District intends to contract exclusively with Vendor for the support functions required to insure a successful implementation. This means that Vendor will be the sole contact concerning contractual matters, invoicing and associated payments.

It is assumed that vendor will assign project employees that possess the necessary skills to make significant contributions to the completion of the project. Which employees are assigned to the project is at the vendor's discretion, but the District reserves the right to require the supplier to remove and possibly replace employees who are not meeting expectations or who do not comply with the District's policies and procedures.

PROPOSAL EVALUATION CRITERIA

All factors will be considered in evaluating each RFP including, but not limited to; price, earliest

completion date, references in the school industry, past performances, prior experience or history with the Raytown C2 School District, the degree in which all RFP requirements are met or exceed the requirements and other reasonable criteria.

Pricing includes All:

1. Travel Expenditures
2. Meals
3. Lodging
4. Reproductions
5. Postage/Freight/Shipping/Handling
6. Service Fees
7. Consulting Fees
8. Fees charged by any secondary vendors
9. Price shall include everything necessary for the execution and completion of the Engagement Solution Study Scope of Work
10. The Raytown C2 School District shall not be responsible for any costs incurred by the vendor in the preparation and evaluation of the proposal.
11. The final proposal price is for ALL costs incurred and will be expressed in both words and figures. In the case of discrepancy between the two, the amount written in words shall govern.

PREPARATION AND SUBMITTAL OF PROPOSAL

- a. All proposals are due in a sealed envelope no later than April 1, 2020 at 1:00 PM CT. By submitting a proposal, the vendor understands the RFP requirements and their proposal is made in accordance. The Raytown C2 School District in no case is responsible for any loss of unanticipated costs that may be suffered by the vendor as a result of not understanding the conditions pertaining to the RFP and contract.
- b. The vendor's proposal is based upon the materials, systems, services and equipment required by the proposal documents, without exception.
- c. Any vendor submitting a proposal, who is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in or omissions from the proposal documents, shall submit to Dr. Steve Shelton, Raytown C2 Schools Administrative Office a written request for interpretation or correction thereof. Any interpretation or correction of the proposal documents will be made in an addendum to all vendors.
- d. Three (3) complete copies shall be placed in a sealed envelope and mailed or hand delivered to:

The Raytown C2 School District
ATTN: Dr. Steve Shelton
6608 Raytown Road,
Raytown, MO 64133

- e. The Raytown C2 School District recommends that proposals are prepared simply and economically, providing concise delineation of the capabilities proposed to satisfy the requirements of the RFP. Completeness and clarity of content shall be emphasized. Color documentation is preferred.
- f. All documentation shall be on 8 1/2 x 11 paper or folded to fit.
- g. Responses shall be in typed font.
- h. Proposals will be in a sealed envelope and must include all information requested in this RFP. No other form (oral, telephonic, fax or electronic) will be considered.
- i. The sealed envelope must have the vendor's name, return address and the words "Stakeholder Engagement Solution" on the outside of the envelope.
- j. At any time should the Raytown C2 School District change, revise, delete, clarify, increase or decrease or otherwise modify the RFP, the Raytown C2 School District will issue a written Addendum which can be e- mailed to all interested parties known.

SCOPE OF WORK OF PROJECT

The Raytown C2 School District recognizes there are different approaches to stakeholder engagement solutions. The following Scope of Work is intended to present the ideal plan from the District's point of view. The District is willing to consider different stakeholder engagement solutions models. Therefore, please review the Scope of Work as described below and specifically detail how your plan differs. The District will decide if Optional Services will be included in the final Scope of Work.

THE IDEAL SCOPE OF WORK IS AS FOLLOWS

1. Research based solution that will allow for the frequent, ongoing collection and analysis of perception data from patrons, staff, students, alumni and parents. To include families associated with the district and those not associated with district (private and homeschool students). The purpose of this data collection is to provide timely information to guide the District's ongoing efforts to improve culture, climate, staff retention, student voice, and parent and patron feedback. It is desirable that the solution minimally provide the following:
 - Anonymity of all collected data
 - Research-based questions and/or statements
 - Option to use customized questions and/or statements as needed

- Integration with the District Student Information System (Tyler SISK12) and Finance System (Tyler SISFIN)
- Ability to share opportunities for feedback/survey collection through the Blackboard Web Community Manager and Blackboard ParentLink features
- A single, centralized web-based dashboard
- Real-time data analysis
- Custom reporting
- Option to track and analyze data across multiple years
- Ability to disaggregate data at the District, school, or group level.
- Ability to export data in formats such as Microsoft Word or Excel
- Multi channel data collection to include:
 - Surveys
 - Web based, mobile friendly
 - Phone
 - Social Media
 - Focus Groups
 - Public Forums

2. Vendor may be asked to present the results in person at a scheduled Board of Education Meeting(s).

INSURANCE

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

- Comprehensive General Liability - \$1,000,000 per person per occurrence (including Contractual Liability) \$1,000,000 property damage per occurrence \$1,000,000 aggregate all claims per occurrence
- Worker's Compensation – As required by applicable law
- Employer's Liability - \$1,000,000 per occurrence
- Automotive Liability - \$1,000,000 per occurrence
- Professional Errors and Omissions - \$1,000,000 per occurrence
- CyberRisk/CyberSecurity Insurance, including Data Breach Coverage - \$2,000,000 per occurrence

HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, the Contractor shall indemnify and hold harmless the Raytown School District, its Board of Education, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services.

RFP REQUIREMENTS (To be placed in sealed envelope)

Provide a statement of vendor qualifications including:

- A brief description of its business activities and history.
- Provide information on how long the organization has been in business and length of its experience in Third Party Administration.
- Identify each of the vendor's professional staff members who specifically will be assigned to this contract, the experience each possesses and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all such staff.

DATA SECURITY

1. Definitions

- a. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. "District" means the Raytown School District.
- c. "District Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the District on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
- d. "End User" means the individuals authorized by the District to access and use the Services provided by the Vendor under this Agreement.
- e. "Personally Identifiable Information" (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal identification numbers such as passport, visa or state identity card numbers.
- f. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary

means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

- g. "Security Breach" means an event in which District Data is exposed to unauthorized disclosure, access, alteration, or use.
- h. "Services" means any goods or services acquired by the District from the Vendor, including computer software, mobile applications (apps), and web-based tools accessed by students and/or their parents via the Internet and used as part of a school activity.
- i. "Vendor" means [the firm or vendor selected by the District]
- j. "Mining District Data" means to search through, access, or extract District Data, metadata, or information which is not necessary to accomplish the purpose(s) of this Agreement.

2. Rights and License in and to District Data

The parties will agree that as between them, all rights including all intellectual property rights in and to District Data shall remain the exclusive property of the District, and Vendor has a limited, nonexclusive license as provided in the contract to be executed solely for the purpose of performing its obligations hereunder. The future contract will not give Vendor any rights, implied or otherwise, to District Data, content, or intellectual property, except as expressly stated in such future contract.

3. Intellectual Property Rights/Disclosure

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Vendor (or its subcontractors) for the District will not be disclosed to any other person or entity.
- b. Vendor warrants to the District that the District will own all rights, title and interest in any and all intellectual property created by the District in the performance of its services and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all District-created intellectual property created in the performance of services, and will execute any future assignments or other documents needed for the District to document, register, or otherwise perfect such rights.

4. Data Privacy

- a. Vendor will use District Data only for the purpose of fulfilling its duties under contract and will not share such data, except as allowed by the terms of a fully executed contract and by law.
- b. District Data will not be stored outside the United States without prior written consent from the District.
- c. Vendor will provide access to District Data, including anonymized, only to its employees and subcontractors who have a legitimate need to access the data to fulfill Vendor obligations under a fully executed contract. Vendor will ensure that employees and subcontractors who perform work have read, understood, and received appropriate instruction as to how to

comply with the data protection provisions hereunder. The Vendor 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.

- d. If the District deems it necessary for Vendor to have access to “education records” for the District’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes hereunder it will be designated as a “school official” with “legitimate educational interests” in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use the education records only for the purpose of fulfilling its duties for District’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for hereunder, required by law, or authorized in writing by the District.
- e. Vendor will not use District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this agreement or otherwise authorized in writing by the District.
- f. Vendor agrees to ensure the privacy of District’s Data provided to or acquired by Vendor, as may be required by State and Federal law.
- g. Selected Vendor is prohibited from Mining District Data for any purposes other than those agreed to by the parties.
- h. In conducting data transactions and transfers with the District, the Vendor will ensure that all such transactions and transfers are encrypted.
- i. The Vendor warrants and represents that all of its data portals are secured through the use of verified digital certificates.

5. Data Security

- a. Vendor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. Such measures will be no less protective than those used to secure Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic District Data will be encrypted in transmission using SSL (Secure Sockets Layer).
- b. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services.
- c. Vendor must provide District an SFTP or other secure method of file transmission for all data sent/received by District and/or Vendor.

6. Employee and Subcontractor Qualifications

- a. The parties recognize that certain Vendor employees, contractors, or agents may visit the District property to obtain the necessary information for the provision of supplier’s services. In the event that a Vendor’s employee must be unsupervised on District property, the parties

agree that, before any such visits to the District occur, all visiting Vendor employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. The supplier 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.

7. Data Authenticity and Integrity

- a. Vendor will take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity.

8. Security Breach

- a. Response. In the event the Vendor has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it District Data that the District provided the Vendor or that the Vendor collected from the District or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said District Data ("Security Breach"), Vendor will promptly notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the District.
- b. Liability. If, due to a Security Breach, which is caused by the acts or omissions of the supplier or its agents, employees, or contractors, any third-party notification of such real or potential data breach is required under law, the Vendor shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of the supplier or its agents, employees, or contractors, the supplier shall nevertheless reasonably cooperate in the District's investigation and third-party notifications, if any, at the District's direction and expense. The Vendor shall also be responsible for the cost of investigating any Security Breach determined to be caused by the acts or omissions of the supplier 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 Breach. The supplier shall also be required to outline for the District the steps and processes that supplier will take to prevent postemployment data breaches by the supplier's employees after their employment with the supplier has been terminated. In addition to any other remedies available to the District under law or equity, Vendor will reimburse the District in full and within 30 days from the District's invoice for all costs incurred by the District related to investigation and remediation of any Security Breach caused in whole or in part by Vendor or Vendor's subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and for the payment of legal fees, audit costs, fines, and other fees imposed against the District as a result of the Security Breach.

9. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Vendor will:
 - i. immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking District Data;
 - ii. immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking District Data;
 - iii. cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and
 - iv. upon the District's request, provide the District with a copy of its response.
- b. If the District receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Missouri Open Records Act, Section 610.010 et seq. ("requests") or request seeking District Data maintained by Vendor, the District will promptly provide a copy of the request to Vendor. Vendor will promptly supply the District with copies of records or information required for the District to respond, and will cooperate with the District's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the parties future contract, Vendor will ensure that all District Data are securely returned or destroyed as directed by the District. Transfer to the District or a third-party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. In the event that the District requests destruction of its data, Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred District data. The Vendor agrees to provide documentation of data destruction to the District. Furthermore, the Vendor agrees not to attempt to re-identify deidentified 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, 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 the supplier's services, then that data must also be de-identified/deleted.
- b. Vendor will notify the District as soon as reasonably practicable of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the District access to Vendor's facilities to remove and destroy District-owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the District. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation,

indicating which if any of these are owned by or dedicated to the District. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the District, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Institutional Branding

- a. Each party will have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

12. Compliance

- a. Vendor will comply with all applicable laws and industry standards in performing services hereunder. Any Vendor personnel visiting the District's facilities will comply with all applicable District policies regarding access to, use of, and conduct within such facilities. The District will provide copies of such policies to Vendor upon request.
- b. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations hereunder will be subject to and will comply with each and every term of a future contract in the same manner that Vendor itself is subject to the terms hereunder.
- c. Vendor warrants that the service it will provide to the District is fully compliant with and will enable the District to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the District and/or Vendor, including but not limited to: the Children's Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

13. Governing Law

- a. This RFP shall be governed and construed in accordance with the laws of Missouri, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to the parties' agreements shall be brought solely in the Circuit Court of Jackson County, Missouri, or in the United States District Court for the Western District of Missouri.

PROVIDE:

- Firm Price and completion date for entire project provided on SCOPE OF WORK FORM
- Detailed Payment Terms
- Provide a detailed listing of specific data sets for which the Raytown C2 School District will be responsible for providing to you to complete this project. In addition, detail any special file format(s) that collected data must be submitted.

- The District only has access to data regarding currently enrolled students and family. Vendor shall provide a detailed description of other data sources that Vendor will use to obtain additional data necessary to provide requested services.
- Provide a listing and description of at least three (3) similar projects awarded/completed giving dates of service but preferably within the past 3 years (September 2017 – present).
- Provide a listing of all Human Resource, Finance and Student Information Systems with which the Vendor integrates.
- Provide a summary of the database structure used to maintain District Data. Include any availability and/or limitations for automated (or scheduled) data imports and exports. In addition, include all interoperability standards to which your data structures conform.
- Detail the experience your company and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific to school districts.
- Provide at least four (4) client references from similar public school district projects. Include contact names, address, email address and telephone numbers. Be sure Information is CURRENT and ACCURATE
- Specifically detail how your program and services may differ from the Scope of Work provided.
- Provide any additional information that you feel would distinguish your firm in its service to the District.
- Provide any additional services your firm would offer at no cost to the Raytown C2 School District which would be beneficial to collecting and analyzing perceptual data.

(Must be included in sealed envelope)

SCOPE OF WORK FORM

Firm Price for Entire Stakeholder Engagement Solution Project:

Knowing that the District would like an accurate and thorough solution as soon as possible, what is the guaranteed completion date (month/day/year) based on the figure provided above: Completion is defined as the latest month/day/year for which the solution will be in the possession of Raytown C2 School District officials.

Month/Day/Year

Authorized Signature:

Date:

Printed Name:

Title:

Company Name

Number of Years Doing Business with the Company Name:

Mailing Address:

City, State Zip:

Phone #:

Fax #:

E-Mail Address: [print legibly]

Payment Terms: Detail payment terms, if different from normal Raytown C2 School District procedures (It is normal procedure to settle all outstanding accounts within thirty business days of receipt when the project is complete).

(Must be included in sealed envelope)

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____
(signature)

Printed Name and Title: _____

Principal Owner: _____

For and on behalf of: _____
(company name)

(Must be included in sealed envelope)

EXHIBIT A: FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E- Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the Raytown C2 School District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 2020

NOTARY PUBLIC My commission expires:
