



DISTRICT OFFICE
655 SOUTH COMMERCIAL AVENUE, SMITHVILLE, MO 64089
P: (816) 532-0406
F: (816) 532-4192
SmithvilleSchoolDistrict.net

REQUEST FOR PROPOSALS
OCCUPATIONAL THERAPY SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

RFP NO.
2023-OT-001

CERTIFICATION FORM

The Smithville RII School District ("District") will accept separate, sealed proposals from qualified persons or firms interested in providing occupational services to students and parents, including as required by law in certain situations in which a student may be considered to have special needs or 504 Plans, on an as-needed basis. Qualified organizations ("Respondents") are invited to submit two (2) copies of a formal proposal as described herein.

PROPOSAL SHALL BE LABELED

"RFP #2023-OT-001 OCCUPATIONAL THERAPY SERVICES"

AND ADDRESSED TO:

Smithville RII School District
Special Education Department
Attn: Andrea Ambroson
655 South Commercial Avenue
Smithville, MO 64089

PROPOSALS MUST BE RECEIVED BY:
4:00 PM, JULY 8, 2022

The District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind the company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is required to complete, sign and return this form with the proposal.



SMITHVILLE
School District
Tradition of Excellence

DISTRICT OFFICE
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P: (816) 532-0406
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Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID#

Email

Entity Type

To: Potential Proposer
From: Andrea Ambrosion
Date: June 15, 2022
Re: Request for Proposal Occupational Therapy Services

PART 1: INTRODUCTION AND PROCESS

1. Purpose

The Smithville R-II School District will accept separate sealed proposals for qualified firms interested in providing occupational therapy services to students, including as required by law in situations in which a student may be considered to have special needs, or 504 plans. The contract or contracts resulting from this RFP will have a one (1) year initial term and will include annual renewal options as well as provide the District a right to terminate the contract, with or without cause.

2. Selection Process

The Proposals will be evaluated by a committee comprised of selected District personnel. The overall process may consist of two steps, the first being a review and evaluation of all responsive proposals and the second being the interview phase for respondents selected by the District for interviews.

The Board will evaluate all proposals received and award the work to the vendor offering the best and most responsible proposals for the services to be rendered, with primary consideration being given to securing the lowest costs' and highest quality of services. In making an award, the Board reserves the right to consider factors other than total costs, including but not limited to vendors availability, ability to provide contingency services for therapists, the experience of the vendor, and demonstrated ability to perform the work to the required standard. The Board further reserves the right to reject any and all proposals.

3. Information About The District

Organization	Grade Level Range	
Schools	(3) Elementary School	PreK-6
	(1) Middle School	7-8
	(1) High School	9-12
Enrollment	Elementary	1220



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Middle School	420
High School	895
TOTAL	2535

For more information about the District, visit our website
www.smithvilleschooldistrict.net

4. Timeline for RFP Process

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by the schedule, however, is subject to change if necessary:

Post RFP Notification	June 15, 2022
Deadline for Questions	July 1, 2022
Deadline to Submit Proposals	July 8, 2022; 4:00 PM CST
Sealed Bid Opening	July 11, 2022 1:00 PM CST
Interviews Conducted -If required	July 12, 2022
School Board Approval of Contract	July 20, 2022

5. Questions and Process

All questions concerning the RFP should be directed to the Director of Special Services, Andrea Ambroson, whose contact information is listed. The District reserves the right to reject any and all proposals, to waive any technical defects in a proposal, and to select the proposal(s) deemed most advantageous to the District.

Proposals submitted on separate forms are not acceptable unless specified in the document, and failure to complete forms to the District's satisfaction may result in the rejection of the proposal.

Respondent is responsible for examining the documents thoroughly before submitting a proposal. Should Respondent desire clarification or interpretation of the RFP, such classifications must be received in writing no later than July 8, 2022. Verbal explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective Respondent concerning the RFP will be furnished to all prospective Respondents as an addendum to the RFP, if such information is necessary to Respondents in submitting proposals to the RFP or if the lack of such information would be prejudicial to uninformed respondent.

Sealed bids will be opened July 11, 2022 at the Smithville School District Administration Office at 1:00 PM. Respondents are invited to attend. District

reserves the right to award a contract in its entirety or to split the contract among proposers, which is deemed by the District to be in its best interest.

Proposals may be withdrawn, by written notice prior to the exact hour and date specified for receipt of proposals.

Proposals will not be accepted after the date and time of closing under any circumstances.

Note: Submission of a bid proposal does not bind the School District to award a contract for Occupational Therapy services.

6. Specific Requirements of RFP

A. Evaluation

District may or may not award this contract to more than one service provider based on all relevant considerations including, not not limited to:

- Anticipated cost of services;
- Respondent's experience and competence of personnel to be utilized
- Ability to perform services; and demonstrated strength of experience, and expertise in the provision of occupational therapy
- Ability to provide experience, certified, licensed and professional discipline-specific staff
- References
- Any other evaluative aspect which may impact a contract with Respondent.

B. Insurance

See Page 15

7. Specifications

A. Response Time Criteria

Respondent will be available for approximately 175 days in the 2022-2023 school year and approximately 25 days during summer school.

Respondents' failure to deliver services in accordance with the contract and the contract terms and conditions may result in the District, after appropriate notice, contacting another service provider and requesting the work be performed by them.

B. Term and Renewal

The effective date of the contract will be approximately August 1, 2022, with an initial contract period through July 31, 2023, to renewal(s) exercised by the parties. The District shall have the right to cancel the contract at any time, with or without cause, providing a 30 day written notice.

If the selected Respondent requests an increase in compensation for any renewal period, Respondent shall notify the District no less than (30) days prior to the end of the contract period and show provide satisfactory evidence to the District of increase costs incurred by the service provider for any element of the RFP for which an increase is requested. District shall notify the selected Respondent in writing of the intent to exercise the renewal option, however, failure to notify the Respondent does not waive the District's right to exercise the renewal option.

C. Compliance with FERPA

Respondent will comply with the Family Educational Rights and Privacy Act, ("FERPA"), and will indemnify the District for any damages suffered by it by reason of Respondent's failure to do so.

D. Independent Contractor

The relationship of Respondent to the District shall be that of an independent contractor. Neither Respondent nor any of its employees shall be held or deemed in anyway to be an agent, employee, or official of the District.

E. Assignment and Subcontracting

Respondent shall not assign or subcontract the work, or any part thereof, without the prior written consent of the District.

F. Training and Screening

All of Respondent's employees, independent contractor therapist and other individuals who may come in contact with student(s) shall be subjected to pre-employment, just cause and on-going random drug and alcohol testing, complete finger printing, criminal background checks with the Identigo fingerprint vending service (contracted by The Missouri Department of Elementary and Secondary Education), and clearance of the Family Care Safety Registry (FCSR). Respondent agrees to immediately dismiss any employee and independent contractor driver who

tests positive for drugs and alcohol, or who appear on the sex offenders or domestic violence lists.

At District's request, Respondent shall replace any person in his or her employment that District believes is not providing services to District's satisfaction. Respondent shall notify the District immediately of any complaints received about its employees or independent contractors.

District is not responsible for any damage to any of the Respondent's equipment that is damaged, stolen or destroyed.

Respondent shall maintain adequate records, including a record of students transported and miles driven each day, and District shall have access to those records at any time upon request.

G. Services Provided

Occupational Therapy services under the supervision of a Certified Occupational Therapist are to be provided on site in the Smithville School District. Services include child evaluation, preparing required summaries and form; provide direct therapy, and trainings and orientations where are further detailed below.

- Conduct occupational therapy screenings/observations in connection with the required screen on all children who fail the fine/motor screenings. The evaluations will include:
 1. Documentation of screenings completed
 2. Consultations with Occupational Therapist for further evaluation
 3. Services may be on-site or remote
- Comply with all Federal and State Special Education law/requirements
- Conduct diagnostic assessments
- Conduct initial evaluations and reevaluations
- Participate, if required, in the Eligibility Decision Meeting and share evaluation results with parent and team.
- Prepare written reports to determine eligibility
- Attend evaluation team meetings
- Develop Individual Education Plan (IEP)
- Provide appropriate and consultative services for IEP and 504 plans
- Participate in IEP and 504 meetings for children who qualify for occupational therapy services
- Provide periodic reports to Director of Special Services
- Provide substitute therapy service in the event the therapist is unable
- Collect, record, and report data using the district's system

- Maintain confidentiality at all times and comply with the Family Educational Rights and Privacy Act
- Support students and teachers by addressing therapy needs in the general education curriculum
- Utilize a variety of research-based intervention strategies
- Work collaboratively with school initiatives
- Provide home-based activities, when appropriate
- Establish communication systems with staff and parents
- Collaborate and consult with classroom teachers
- Report to the Director of Special Services
- Assist parents in preparing summer therapy programs
- Provide occupational therapy as indicated by IEP and 504 plans
- Provide consultant services regarding occupational therapy
- Collaborate with district's Special Education Department for requisitioning and maintaining needed equipment and supplies
- Travel between five school buildings

I. Payment and Reporting

Respondent shall provide detailed monthly billing statements, which include service minutes, on or before the monthly Board of Education meeting each month. District shall pay Respondent in accordance with the payment structure set forth in Respondent's proposal.

District shall work to process payment of invoices within thirty (30) days. Payment for services will be paid on a monthly basis following the scheduled Board of Education meeting and Board of Educational approval of invoice.

**Smithville School District
Special Services Department
655 S. Commercial Ave
Smithville, MO 64089**

PART II: INSTRUCTIONS TO RESPONDENTS

1. QUALIFICATIONS

In addition to the signed Certification Form, the following information shall be included in the proposal:

A. Basic Information

Name of firm(s)

Contact person (telephone, email, facsimile, etc.)

Direct mailing address

B. Firm Personnel Profile

Experience and credentials; Master's degree and licensure in occupational therapy

Successful completion of a national occupational therapist registration exam

Renewal with Board of Certification in Occupational Therapy

C. Firm Experience, Profile & Contacts

Firm's Experience in Providing Similar Services to School Districts During the Previous Five Years, including a listing of Kansas City Metro Area Public School Districts and a listing of other Missouri and Kansas Public School Districts.

D. References

A list of up to two (2) recent school district, private enterprise, public service, medical facility, or governmental clients. Include the reference name, contact name, and telephone numbers.

E. Summary of Description/Narrative with Approach to Provide Services

Requested, Including:

- Familiarity with District
- Explanation of Service Provider's chain of command
- Description of training, certification of staff
- Identify background check process used for staff
- Clearly identify role of all involved parties
- Supply a W-9 with application

F. Cost (up front submitted with proposal - See Contractor Response Form

G. Specify and be prepared to show proof of the level and type(s) of insurance

- H. Felony Conviction Notification Form - See Addendum A
- I. Federal Work Authorization Program (E-Verify) Addendum
See Addendum B
- J. Federal Work Authorization Program Affidavit - See Addendum C

2. SUBMITTING A RESPONSE

In submitting qualifications, the Respondent agrees to provide the services in accordance with services described in this RFP. The successful Respondent will provide a Letter of Engagement for District review which enumerates the terms of the agreement.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, Respondents should clearly limit responses to the specific criteria in the order listed. No joint response will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time may not be considered. Telephone, facsimile, electronic or electronic delivery of proposals may not be considered. The District is not responsible for lateness of non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt. Proposals are to be prepared at no cost to the District and will remain the District's property.

All bids shall be submitted in sealed envelopes clearly marked with the words (Bid Opening-Occupational Therapy Services, and the name of the bidder). Smithville School District office staff will document the date and time the sealed bid was received. Please refer to the RFP submittal timeline for the date and time of the Opening Sealed Bid.

3. CONTRACT NEGOTIATIONS

The District will attempt to negotiate and contract for the services described in this RFP with the most qualified firms(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts:

1.. **DEFINITIONS AS USED HEREIN:**

- The term “request for proposal” or RFP means a solicitation of a formal and sealed qualification.
- The term “respondent” or “firm” means the person or entity submitting a formal, sealed qualification.
- The term “District” means Smithville RII School District.
- The term “School Board” means the governing body of the District.

2. **COMPLETING PROPOSAL:**

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications submitted by the successful respondent will become part of any contract award as a result of this solicitation.

3. **REQUEST FOR INFORMATION:**

Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective respondents. Verbal responses and/or representations shall not be binding on the District.

4. **CONFIDENTIALITY OF QUALIFICATION INFORMATION:**

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the District and will be part of the public record subject to the requirements of the Missouri Sunshine Law, RSMo, Section 610.011.

5. **PROPOSAL:**

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time, all proposals received will be formally opened. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal deadline. Each respondent may submit only one (1) response to this RFP.

6. **NEGOTIATION:**

The District reserves the right to negotiate any and all elements of this RFP. The District will attempt to negotiate and contract for services described in this solicitation with the firm providing the best proposal. If an agreement cannot be reached, there will be an attempt to negotiate a contract with firm(s) who have the next best proposal. The process will continue until an agreement is reached.

7. **TERMINATION:**

Subject to the provisions below, and contract derived from this RFP may be terminated by either party upon thirty(30) days advance written notice to the other party. The District may terminate this agreement immediately under breach of agreement, if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, District may purchase such services similar to those terminated, and for the duration of the agreement period of selected respondent will be liable for all costs in excess of the established agreement pricing.

a. **TERMINATION FOR CAUSE**

Termination by the District for cause, default, or negligence on the part of the Respondent shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

b. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

8. **TAX EXEMPTION:**

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished with the State of Missouri.

9. **RIGHTS RESERVED:**

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the proposal deemed to be most advantageous to the District. The District reserves the right to use the services of multiple firms.

10. **RESPONDENT PROHIBITED:**

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFP or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

11. **DISCLAIMER OF LIABILITY:**

The District, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

12. **HOLD HARMLESS**

The Respondent shall agree to protect, defend, indemnify, and hold the School Board, Smithville School District, its officer, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, commission or negligent act of the Respondent, its agents, employees or representatives in the performance of the Respondent's duties under any agreement resulting from award of this RFP.

13. **LAW GOVERNING**

All contractual agreements shall be subject to, governed by, and construed according to the laws of this State of Missouri.

14. **COMPLIANCE WITH APPLICABLE LAW**

Respondent shall adhere to all of the District's rules, regulations, policies and procedures when engaged in services or related activities other at or away from the District, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws. Prior to commencement of work under the agreement, Respondent shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization means the E-Verify Program operated and maintained by the United States Department of Homeland Security and the Social Security Administration.

15. **ANTI-DISCRIMINATION CLAUSE:**

No respondent of this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

16. **CONFLICT OF INTEREST:**

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of this District and no member of the School Board shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Respondent further covenants that in the performance of the contract no person having such interest shall be employed to work on this project.

17. **INSURANCE:**

The respondent shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. **COMMERCIAL GENERAL LIABILITY**

Limits:

Bodily Injury & Property Damage (per occurrence)	\$1,000,000
Bodily Injury & Property Damage (annual aggregate)	\$2,000,000

b. WORKERS' COMPENSATION

The insurance shall protect the Respondent against all claims under applicable State Workers' Compensation Laws. The Respondent shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory
Employers's Liability:

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,00 Policy Limit
Bodily Imjoyr by Disease	\$500,000 Each Employee

Before entering into contact, the successful Respondent shall furnish to the District Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on general liability. This inclusion shall not make the District a partner or joint venture with the contact respondent in its operation hereunder. Furthermore, the policy shall include a "Waiver of Subrogation" in favor of the District.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where sunce reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies names in this contract.

The certificate hold n the Certificate of Insurance shall be as follows:

Smithville School District
655 S. Commercial Avenue
Smithville, MO 64089

18. **SUB-AGREEMENTS**

The selected Respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor. The selected respondent shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractors with the applicable provisions of the agreement. Nothing contained in the conditions, however, shall create any contractual relationship between any sub-contractor and the District.

19. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in the contract will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.

20. **EXECUTION OF AGREEMENT**

The construct shall consist of a yearly agreement and a copy of the selected Respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. Both parties will accept and agree to the terms and conditions of said proposal documents, and the parties are bound thereby and the compensation to be paid to the selected Respondent is as set forth in the selected Respondent's Proposal. Items not awarded, if any, will be deleted.

21. **COSTS**

All costs incurred in the preparation of the proposal to this RFP shall be the sole responsibility of the respondent.

22. **ASSIGNMENTS**

Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part its interest under any of the contract documents and, specifically, the Respondent shall not assign any moneys due or to become due without the prior written consent of the District.

23. **FORCE MAJEURE**

In the event that the District or the selected respondent(s) are unable to perform any obligation under the contract due to an event of force majeure, which shall include a national emergency, wars, riots, fires, governmental action, pandemics, civil disturbance, vandalism, or any other cause beyond the party's control, whether in



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existence now or hereafter, the party shall be excused from performance. Labor strikes and labor disputes will not be considered an event of force majeure.



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Contractor Response Form (Part 1 of 2)

Remit completed Contractor Response Forms by Mail/Delivery: 655 South Commercial Drive, Smithville, MO 64089 attention Smithville School District -Andrea Ambrosion

Deadline for Submissions: 4:00 PM CST on July 8, 2022.

Contact Information:

Name_____ Address_____

Phone_____ Email_____

1. Please identify (☒) the services you are qualified to provide:

- ☐ Certified Occupational Therapist
- ☐ Contractor has provided documentation for insurability and licences
- ☐ W-9
- ☐ Background Clearances

2. Credentials can be provided upon request? Yes No

3. I have read and understand the services provided in Appendix I? Yes No

If no, please explain: _____

4. Identify Proposed Rate:

a. Occupational Therapist, hourly rate: \$_____

b. Occupational Therapist Assistant, hourly rate: \$_____

c. Mileage Rate Per Mile (intra-district): \$_____

RFP#2023-OT-001 Occupational Therapy Services

Contractor Response Form (Part 2 of 2)

5. Please provide a brief description of previous experience (preferably with Early Childhood Education Programs and K-12 educational institute):

6. Please provide Client or Professional References (minimum of two references)

Reference 1:

Company Name _____

Contact: _____

Address: _____

Telephone: _____

Description of Services: _____

Reference 2:

Company Name _____

Contact: _____

Address: _____

Telephone: _____

Description of Services: _____

Printed Name

Signature

Date

By signing you acknowledge that you have the authority to enter into a contractual obligation and are not suspended or in any way excluded from Federal procurement actions by any Federal agency and fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bod award.

RFP#2023-OT-001 Occupational Therapy Services

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with District must advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to RSMo, § 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. Further, 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 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 verified 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 RSMo, § 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 RSMo, § 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: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") AFFIDAVIT

I, _____ being of legal age and having been duly sworn upon my oath and 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 the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

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

NOTARY PUBLIC

My commission expires: