



# THE SCHOOL DISTRICT OF UNIVERSITY CITY

**Transform the Life of Every Student Every Day!**

## **Demographer Services**

April 11, 2022

Contact Person: Scott Hafertepe

Title: Chief Financial Officer

Phone#: (314) 290-4031

E-mail: [shafertepe@ucityschools.org](mailto:shafertepe@ucityschools.org)

**RETURN PROPOSAL NO LATER THAN: May 2, 2022**

### **RETURN PROPOSAL AND ANY ADDENDA TO:**

School District of University City  
Attn: Scott Hafertepe  
REQUEST FOR PROPOSAL  
7700 Olive Blvd,  
University City MO, 63130

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

## INTRODUCTION

This document is a formal Request for Proposal (RFP) for demographer services for the School District of University City (hereinafter “District”).

The purpose of this RFP is to establish the requirements for the requested products and/or services, and to solicit Proposals from firms (hereafter “Company”) for providing such products and/or services. The RFP requests a great amount of detail to avoid delays, misunderstandings, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.

### **A. GENERAL INFORMATION:**

1. District:

As a public school system dedicated to the education of all children who come to our schools, the School District of University City strives to inspire each student to love learning and embrace challenge within a rich and rigorous academic culture. The District’s approximately 5 square miles include an early childhood center, four elementary schools, middle school, high school serve a diverse student body of approximately 2,500.

2. Objectives:

- 2.1. To provide meaningful information about how are the demographics of the School District of University City changing. Including, identifying enrollment trends that are expected to continue along with additional information that will improve the accuracy of enrollment projections over a five-year period.
- 2.2. To identify what other pertinent external factors might impact enrollment or capacity.

### SUMMARY OF KEY DATES:

Monday, April 11, 2022.....	RFP available to vendors
Monday, May 2, 2022, 2:00 p.m. CDT	Bids due

### **B. PROPOSAL EVALUATION AND AWARD:**

1. Evaluation

- 1.1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference.
- 1.2. Elaborate and expensive copy is not required. Neat, legible and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included on an optional basis, but may not be substituted for the information requested herein.
- 1.3. The Proposal shall include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company’s ability and desire to meet the requirements of the RFP. The Letter of Transmittal must be an original signature by an authorized individual able to bind the Company to all items in the Proposal including products, services, prices, etc. contained in the Proposal.

## INTRODUCTION

- 1.4. The Proposal shall include an **Executive Summary** that **briefly** describes the Company's approach to meeting the District's requirements as outlined in the RFP, indicates any major requirements that cannot be met, and highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
- 1.5. The Company must include the following elements in its Cost proposal:
  - a. A specific fee structure should be included.
  - b. Rates and prices that are a firm fixed rate and not subject to change throughout the term of the negotiated contract.
  - c. Each Proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Company can submit to the District. The Company may submit an alternate proposal on a group of line items on an "all or nothing" basis.
  - d. The Company should address any out-of-pocket expenses the District may incur and not included by the Company in its Proposal.
  - e. The Company shall provide the terms and conditions of the Company's request for payment.
- 1.6. The Company shall complete Attachment 1, "**Profile of the Company**" which includes potential conflict of interest statement. The Company shall include a listing of all Missouri school districts for which the Company currently provides services. The Company shall additionally provide the District a listing of all public-school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.
- 1.7. The District may conduct interviews with selected Companies in connection with its evaluation of the Proposal. All costs associated with the interviews shall be at the expense of the Company.
- 1.8. Proposals will be evaluated by the District's designated staff. The following will serve as the basic criteria for the selection of the Company eventually chosen.
  - 1.8.1. The qualifications of the Company and the team assigned to the District.
  - 1.8.2. Total resources of the Company that can be applied to the advantage of the District.
  - 1.8.3. The scope of services offered and the extent to which they meet or exceed the requirements of the District.
  - 1.8.4. The extent to which the proposal meets or exceeds specifications and function.
  - 1.8.5. Understanding of the work required of the Company as evidenced by its Proposal.
  - 1.8.6. The total cost of the services offered to the District.
  - 1.8.7. Any prior experience or history between the District and vendor.
  - 1.8.8. Other factors deemed significant by District officials.

## 2. Award

## INTRODUCTION

- 2.1. The selection of the successful vendor will be made after a thorough evaluation of the proposals submitted. **The district reserves the right to negotiate with the successful Company.**
- 2.2. The District may conduct interviews with selected Company in connection with its evaluation of the Proposals.
- 2.3. The contract will be awarded to that Company whose proposal will be most advantageous to the District based on conformity to the RFP, reputation of the Company, cost and other factors. The award will be subject to approval by the Board of Education.
- 2.4. The District shall not be obligated to explain the results of the evaluation process to any Company.
- 2.5. No verbal agreement or conversation with any administrator, agent or employee of the District, either before or after the execution of the contract resulting from the RFP or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP.

### **C. NEGOTIATION**

1. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Subject to successful negotiations and approval of the Board of Education, a contract or purchase order will be issued to the selected Company.
2. Negotiation of the final contract between the District and the Company will begin after the most qualified Company has been identified. If prices and compensation cannot be agreed to, then negotiations with the most qualified Company will be terminated and then will begin with the next most qualified Company.
3. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
4. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

## GENERAL CONDITIONS

1. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
2. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Non-compliance with RFP specifications may disqualify Proposals from further consideration.
3. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
4. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
5. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
6. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
7. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
8. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
9. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to Scott Hafertepe, Chief Financial Officer. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
10. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.

## GENERAL CONDITIONS

11. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
12. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine law and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained with the attachments is furnished in connection with the Request for Proposals of the School District of University City shall not be used nor disclosed except for evaluation purposes, provided that, if the District and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the School District of University City shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement.”**
13. The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an administrator, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.
16. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
17. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
18. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
19. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.

## GENERAL CONDITIONS

20. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
21. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
22. The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
23. The District reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
24. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
25. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
26. Initial Proposals may not be withdrawn for 90 calendar days from the due date for Proposals except with the express written consent of the District.
27. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
28. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.

## SCOPE OF SERVICES

*Purpose: The School District of University City wants to be proactive in planning for changes in local demographics and student enrollment in order to identify future resource needs and potential challenges the District might face in the next 5-10 years.*

The School District of University City is interested in the following services:

### A. Enrollment Analysis and Student Projections (all schools)

**Goal: To provide meaningful information about how the demographics of the School District of University City are changing. To identify enrollment trends and potential disruptions that may occur along with information that will improve the accuracy of enrollment projections over a five-year period.**

Consultant (Please address the following issues):

1. Obtain information from the city and county planning departments for housing developments and other information important to the long-term projections. Please describe the process you will use including the various contacts you will make and the information you plan to gather. Also, explain how the information will be used in the engagement.
2. Will you use census data in your analysis? If so, what information will you use and how will it be used in the model? Please include any school district charts, in any, that you've developed from this data.
3. Prepare a five-year projection for each school. Please indicate what factors will be used as inputs and the outputs that are generated by the projection. Please provide a schedule showing a sample of past projections made by your firm with comparisons of actual enrollment for those same periods.

Supplemental Questions for Consideration:

- What long-term future residential development plans might be on the horizon?
- How might changes in commercial properties influence tax base and population changes?
- How have other similarly situated school districts around the country addressed similar demographic changes?
- For near-term developments, how many students can we *really* expect to be entering our schools, and at what grade levels would they enroll?
- What are the attributes, attitudes, and special needs of:
  - Potential new students and adults?
  - Current resident students and adults?
  - Current resident students and adults who have chosen private school options
- From what regions/areas are potential new students and adults coming?
- How does a shift in city planning strategies designed to promote population growth impact the enrollment of the school district (potentially millennials & “empty nesters”)?

### B. Capacity Analysis (all schools):

**Goal: To identify the maximum and functional capacities of each school. This will take into account the existing rooms within each building, special programs offered within each building, the size of the rooms and the district's standards for instructional delivery.**



## *SCOPE OF SERVICES*

Consultant (Please address the following issues):

1. Please describe how you would calculate capacity information. In addition to the information listed above, what additional information do you need? Please attach a sample of a capacity report that you might recommend to the district. This will be used for evaluation purposes. Once engaged, the selected consultant may choose an alternative approach based on additional information provided by the district.
2. Provide a model that the district can use for other schools and can be maintained going forward. Please describe the model you would develop.

### **C. External Factors Impact**

**Goal: To identify what other pertinent external factors might impact enrollment or capacity.**

Consultant (Please address the following issues):

1. Please describe how you would determine what external factors would potentially impact student enrollment or capacity.

Other Considerations:

- What is it that you routinely provide? How can you enhance our RFP that we may not know about? What questions are we not asking?
- What is the process after 5 years? Can you go beyond 5 years? How reliable is the data? How do we keep the process ongoing with an update every 2 years? How much will it cost for subsequent updates?
- How do get information about the commercial developments?
- What is the number of projects you have completed like this? What is the median error of your projects?
- What is the best methodology for a district this size?
- Is there a big difference with a rental property vs. an owned property in terms of potential new students? (Demographic impact)

### **D. General Requirements**

1. Provide a list of five references, preferably school districts with similar geographic trends.
2. Indicate staff that will be assigned to the engagement including a resume outlining their training and certifications.
3. Insurance requirements
4. The District would like to own the data and have it easily accessible for making informed decisions.
5. Legal notices and disclosures required by state law that our purchasing department will require:
  - a. We will develop a form to outline the cost of each service, any not-to-exceed pricing or incremental pricing if our scope of services changes.

### **E. Closure**

- Present information to the Board of Education at the conclusion of the subcommittee work for their consideration.

## *SCOPE OF SERVICES*

- Written report with presentation - include graphs.
- Can the format of the information be a web-based experience?

## MISCELLANEOUS

### Deviating from RFP Specifications

The District may reject any proposal that deviates significantly from the specifications of this RFP. Companies submitting proposals with any minor deviations must identify and fully justify such deviations for the District's consideration.

### Additional Services

In the event additional services beyond the scope of the RFP appear to be required, requests of these services and cost thereof must first be approved by the District before the additional services are performed.

### Registration with Missouri Secretary of State

Contract awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the Company is in good standing to conduct business in Missouri.

### E-Verify

Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.

### Joint Ventures

Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the services identified in this RFP whether or not the services are provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

### Independent Price Determination

The Company must warrant, represent, and certify that in connection with this RFP the following requirements have been met:

1. The costs proposed have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.
3. No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

### Tax Exempt Status

Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.

### Tobacco Free Environment

The District has adopted a tobacco free policy. No tobacco products may be used in the facilities or on the grounds.

## MISCELLANEOUS

### Insurance

Firms shall maintain as a direct cost of operation the following insurance coverage and will obtain and may be required to deliver to the District certificates from its insurers evidencing said insurance coverage, while performing services hereunder:

- Workmen's compensation as required by law.
- General liability with limits of not less than \$2,000,000 for injury or death to any one person; \$2,000,000 for injury or deaths of two or more persons in any one occurrence; and property damage with a limit of not less than \$2,000,000 for each accident.
- Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
- Failure to provide or maintain the insurance required shall constitute a breach of contract which allows the District to immediately terminate the contract without notice to the Company, or at District's option, District may procure such insurance and all premiums paid by the District shall be reimbursed to District by deducting such amounts from subsequent payments due the Company for services rendered by the Company.

## **Bid Submittal**

If the Company desires to present its qualifications, please submit two (2) sealed copies of the proposal marked with the name “**REQUEST FOR PROPOSAL**” to the attention of: The School District of University City, Scott Hafertepe, 7700 Olive Blvd, University City, MO 63130 no later than May 2, 2022 at 2 p.m. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted. Upon request, qualified finalists must make themselves available for interviews in connection with the evaluation of the proposal. The District is not responsible for lateness or non-delivery by the US Postal Service or other carriers to the District. The time and date recorded by the District shall be the official time of receipt.

All bids must be delivered to the School District of University City by bid close date and time. Failure to comply will result in disqualification. Sealed bids will be received at the above address. When submitting a bid, you must:

1. Submit this form, the Profile of the Company (Attachment 2), the Cost Proposal (Attachment 3) with your bid using a typewriter or ink or electronically printed. Return all pages of bid. Failure to respond to this proposal may result in your company’s name being removed from the School District of University City’s list.
2. Sign the bid in all required places. **No facsimile signatures accepted.** Signature acknowledges full acceptance of all components of the Request for Proposal. The bid must be completed in the name of the bidder, corporate or other, and must be fully and properly executed by an authorized person.
3. Mail or deliver the bid promptly to the return location listed above. Late bids will be unopened and discarded.
4. The undersigned bidder 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) proposes and agrees to furnish and make delivery to specified locations free of freight and other excess charges, for items listed on the attached sheets at the price set forth in your proposal.

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

**Attachment 1: Profile of the Company**

The following questions are to be completed by all bidders that are responding:

1. Identify the number of local employees within your company.
2. Describe the process you have in place to ensure customer concerns and questions are followed up on, resolved quickly, permanently, and effectively.
3. What are your five (5) largest accounts? Provide details of these accounts. How long have you had/maintained these accounts?
4. What school districts do you service? Provide details regarding service. How long have you had/maintained these accounts? What is the contact information for these accounts?
5. Provide at least three references for projects similar to what is required in this RFP.
6. Provide proof that the Company has at least three years of successful experience.
7. List all Contracts terminated for default within the last five (5) years. Termination for default is defined as notice to stop performance due to Company’s nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company’s Proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.
8. Give the address of the specific office which will have responsibility for performing the work contemplated by this RFP.
9. Through brief narrative discussion, show reason why the Company believes it is especially qualified to undertake this project. Discuss any unique qualifications that the Company possesses that would be of benefit to the District in the execution of this project.

**Attachment 2: Cost Proposal**

The Company is to provide a firm fixed cost proposal.

Please list any additional costs with a reasonable explanation or other factors to include in your Proposal:

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Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

**Attachment 3: Work Authorization Form**

**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: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)



**Attachment 4: Work Authorization Form (Continued)**

**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 District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

# Attachment 4: W-9 Form

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]</td> <td></td> </tr> </table>	Social security number		[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
Social security number					
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]</td> <td></td> </tr> </table>	Employer identification number		[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	
Employer identification number					
[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]					

<b>Part II Certification</b>			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and			
3. I am a U.S. citizen or other U.S. person (defined below).			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.			
<b>Sign Here</b>	<table style="width:100%;"> <tr> <td style="width:60%;">Signature of U.S. person ▶ _____</td> <td style="width:40%;">Date ▶ _____</td> </tr> </table>	Signature of U.S. person ▶ _____	Date ▶ _____
Signature of U.S. person ▶ _____	Date ▶ _____		

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.