



**INDEPENDENCE SCHOOL  
DISTRICT**

**REQUEST FOR PROPOSALS  
SCHOOL BUS - LPG SUPPLY**

**RFP#  
2019-TRN-004**

**NOTICE**

The School District of the City of Independence, District 30 ("District") is soliciting sealed proposals from liquid propane autogas (LPG) suppliers to provide LPG fuel to the District for the purpose of transporting the District's students in LPG powered buses. Qualified vendors ("Respondent") are invited to submit four (4) copies of a formal proposal as described herein.

**PROPOSAL SHALL BE LABELED**

**"RFP# 2019-TRN-004 SCHOOL BUS - LPG SUPPLY"**

**AND ADDRESSED TO:**

**Independence 30 School District  
Transportation  
Attn: Daryl Huddleston  
201 N. Forest Avenue  
Independence, MO 64050**

**PROPOSALS MUST BE RECEIVED BY:  
1:00 P.M., SEPTEMBER 13, 2019**

**Questions may be directed to:**

**Daryl Huddleston  
816-521-5335  
[daryl\\_huddleston@idschools.org](mailto:daryl_huddleston@idschools.org)**

**District Information  
[www.isdschools.org](http://www.isdschools.org)**

## TABLE OF CONTENTS

### Certification Form

#### Part I: Introduction and Process

- 1) Purpose and Minimum Qualifications
- 2) Selection Process
- 3) Information About the District
- 4) Timeline for RFP Process
- 5) Questions and Process
- 6) Specific Requirements of RFP
- 7) Specifications

#### Part II: Instructions to Respondents

- 1) Qualifications
- 2) Submitting a Response
- 3) Contract Negotiations
- 4) Form No. 1
- 5) Form No. 2
- 6) Felony Conviction Notification
- 7) Federal Work Authorization Program (E-Verify) Addendum
- 8) Federal Work Authorization Program Affidavit

#### Part III: General Conditions-Responses and Subsequent Contracts

- 1) Scope
- 2) Definitions
- 3) Completing Proposal
- 4) Request for Information
- 5) Confidentiality of Qualification Information
- 6) Proposal
- 7) Negotiation
- 8) Termination
- 9) Tax Exemption
- 10) Safety
- 11) Rights Reserved
- 12) Respondent Prohibited
- 13) Disclaimer of Liability
- 14) Hold Harmless
- 15) Law Governing
- 16) Compliance with Applicable Law
- 17) Anti-Discrimination Clause
- 18) Conflict of Interest
- 19) Insurance
- 20) Sub-Agreements
- 21) Provisions Required by Law Deemed Inserted
- 22) Execution of Agreement
- 23) Costs
- 24) Assignments

**REQUEST FOR PROPOSALS  
SCHOOL BUS - LPG SUPPLY**

**RFP No.  
2019-TRN-004**

**CERTIFICATION FORM**

The School District of the City of Independence, District 30 ("District") is soliciting sealed proposals from liquid propane autogas (LPG) suppliers to provide LPG fuel to the District for the purpose of transporting the District's students in LPG powered buses. Qualified vendors ("respondent" or "vendor") are invited to submit four (4) copies of a formal proposal as described herein.

**PROPOSAL SHALL BE LABELED**

**"RFP# 2019-TRN-004 SCHOOL BUS - LPG SUPPLY"**

**AND ADDRESSED TO:**

**Independence 30 School District  
Transportation  
Attn: Daryl Huddleston  
201 N. Forest Avenue  
Independence, MO 64050**

**PROPOSALS MUST BE RECEIVED BY:  
1:00 P.M., SEPTEMBER 13, 2019**

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.

Company Name

Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Entity Type

\_\_\_\_\_

\_\_\_\_\_

**PART I: INTRODUCTION AND PROCESS**

**1. PURPOSE**

The District is soliciting proposals from vendors interested in supplying liquid propane autogas (LPG) fuel to the District. The LPG fuel will be utilized for the transportation of the District’s students on District-owned LPG powered buses. The LPG tanks and pumps will be furnished and owned by the District. The District intends to purchase LPG powered buses, with their delivery to the District anticipated to occur during the fourth quarter of 2019.

The District requests to lock-in pricing of the LPG fuel for the entire term of the potential two (2) year agreement with the selected vendor(s).

The District has not completed the construction, inspection and certification of the LPG fueling station and the required dispensing equipment.

**2. SELECTION PROCESS**

The proposals will be evaluated by a committee comprised of selected District personnel. The overall process will involve the District thoroughly reviewing the vendor’s qualifications, capability to provide the requested product and services, for the lowest cost. The District will select the respondent submitting the lowest and best proposal from a qualified respondent.

**3. INFORMATION ABOUT THE DISTRICT**

Organization	Grade Level Range	
Schools	(2) Early Childhood Centers	3&4 Year Old
	(20) Elementary Schools	PreK-5
	(4) Middle Schools	6-8
	(3) High Schools	9-12
Enrollment	Early Childhood Centers	400
	Elementary	7100
	Middle School	3400
	High School	4100
	TOTAL	15,000
	Estimated Assessed	\$914,202,317
	Current Budget 2015-2016	\$183,784,710
	Tax Levy	\$5.94
	Bonded Indebtedness	\$125,255,000

For more information about the District, visit our website [www.isdschools.org](http://www.isdschools.org)

#### **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 this schedule; however, it is subject to change if necessary:

Post RFP Notification	August 27, 2019
Deadline for Questions	September 6, 2019
Deadline to Submit Proposals	September 13, 2019
School Board Approval of Contract	October 8, 2019

The District desires the contract to commence on or about November 1, 2019

#### **5. QUESTIONS AND PROCESS**

All questions concerning this RFP should be directed to the Director of Transportation, Daryl Huddleston, whose contact information is listed on page 2. 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 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 this RFP, such clarifications must be received in writing not later than **September 6, 2019**. 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 respondents.

There will be no public opening of the proposals. District reserves the right to award a contract in its entirety or to split the contract among proposers, whichever 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.

#### **6. SPECIFIC REQUIREMENTS OF RFP**

##### **A. Evaluation**

The District may or may not award the contract to more than one vendor based on all relevant considerations including, but not limited to:

- Anticipated cost of the requested product;
- Compliance with the requirements and qualifications specified in this RFP;
- Experience and capability of vendor to provide the requested product;

- Respondent's experience with other school districts of similar or comparable size;
- Respondent's prior experience and performance with the District, if applicable, and
- Any other evaluative aspect which may impact a contract with the vendor.

**B. Licenses and Permits**

Vendor shall secure licenses imposed by law and ordinance, and pay all charges and fees, including a current City of Independence, Missouri, business license. Upon request the respondent shall provide proof of licenses before a contract is issued

**C. Insurance**

See Part III, Paragraph 19.

**D. Work Authorization Affidavit**

Respondent shall provide a sworn affidavit in the form provided on page 15 of this RFP.

**7. SPECIFICATIONS**

**A. Services / Training / Safety**

Interested vendor(s) shall propose fixed prices per gallon for the LPG fuel over the life of the proposed contract (*See* Attachment A). The pricing shall be provided in a pricing sheet accompanying the proposal. Proposal prices will be F.O.B. destination, Independence 30 School District.

Proposal prices must be exclusive of any taxes such as federal, excise, sales or local taxes. A tax exemption certificate will be furnished to the successful respondent(s). The qualified LPG vendor shall provide safety training on the proper handling and dispensing of the LPG fuel.

The qualified LPG fuel vendor shall monitor the LPG fuel levels and shall offer auto-replenish order and delivery of LPG fuel. In the event of supply disruption, the vendor shall provide capability to provide refueling in the event of natural disaster or outages.

All fuels delivered to the District must meet or exceed all environmental, state, local, municipal, federal, EPA requirements, and the Clean Air Act.

**B. Term and Renewal**

The effective date of the contract will be approximately November 1, 2019, with an initial contract period of one (1) year, subject to an additional one (1) year renewal term that may be exercised by the District at its option. The District shall have the right to cancel the contract at any time, with or without cause.

**C. Compliance with FERPA**

To the extent applicable, Respondent will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, 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 District.

**F. Payment and Reporting**

Respondent shall provide detailed monthly billing statements. District shall work to process payment of invoices within thirty (30) days.

## **PART II: INSTRUCTIONS TO RESPONDENTS**

### **1. QUALIFICATIONS**

In addition to the signed Certification Form, the following information shall be include in a proposal.

#### **A. Basic Information**

Single page executive summary of firm profile containing:

Name of firm(s)

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

Direct mailing address

Overview of firm history

#### **B. Firm Personnel Profile**

Experience and credentials

Manager of services to be assigned to District

Support personnel overview

Experience with similar projects

#### **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 listing of other Missouri & Kansas Public School Districts

#### **D. References**

A list from up to three (3) recent school district or governmental clients. Include the District name, contact name, and telephone numbers.

#### **E. Summary of Description / Narrative with Approach to Provide Services Requested, Including:**

a. Familiarity with District

b. Explanation of Service Provider's chain of command

c. Description of training, curriculum used and certification of staff

d. Identify background check process used for staff

e. Clearly identify role of all involved parties

f. Identify/recognize critical or unique issues specific to the contract and unique approaches used elsewhere

g. Proposed timeline for delivery of the requested product

h. Schedule and detailed approach to District's needs

i. Identification of unique issues related to the services requested,

j. Process proposed for communications with District staff, School Board members and public.

k. Identify your ability to assist the District with emergency re-fueling of buses directly from a fuel truck or other available means in the event of a breakdown or loss of power to the LPG tanks or pumps.

#### **F. Pricing Page (Attachment A)**

#### **G. Sub-Contractors**

If you intend or may use subcontractors, including their name, profile, history, experience, references



- H. Specify and be prepared to show proof of the level and type(s) of insurance carried.
- I. Felony Conviction Notification Form
- J. Federal Work Authorization Program (E-Verify) Addendum
- K. Federal Work Authorization Program Affidavit
- L. Digital Copies of Proposal:  
Provide a digital copy of each proposal in all proposal packets

## **2. SUBMITTING A RESPONSE**

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

The proposal 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 the contents of the proposal to the specific criteria in the order listed. No joint proposals will be accepted by the District.

The deadline for submitting a proposal shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic delivery of proposals will 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.

## **3. CONTRACT NEGOTIATIONS**

The District will attempt to negotiate and contract for the services described in this RFP with the respondent selected by the District who provides the lowest and best proposal. If an agreement cannot be reached with that vendor, there will be an attempt to negotiate a contract with the next qualified vendor providing the lowest and best proposal. This process will continue until an agreement is reached.

**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 Respondent:

- 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 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 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 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)

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

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 \_\_\_\_\_, 2019.

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

My commission expires:

## **PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS**

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

**1. SCOPE:**

See Part I, Paragraph 1 of the RFP.

**2. DEFINITIONS AS USED HEREIN:**

- (a) The term “request for proposal” or RFP means a solicitation of a formal and sealed qualification.
- (b) The term “respondent” or “vendor” means the person or entity submitting a formal sealed proposal.
- (c) The term “District” means Independence Public School District.
- (d) The term “School Board” means the governing body of the District.

**3. 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.

**4. 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.

**5. 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, § 610.011, RSMo.

**6. 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) proposal to this RFP.

**7. 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. This process will continue until an agreement is reached.

**8. TERMINATION:**

Subject to the provisions below, any 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 product similar to those terminated, and for the duration of the agreement period the 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 cancelled.

**9. 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.

**10. SAFETY:**

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**11. 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.

**12. 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.

**13. DISCLAIMER OF LIABILITY:**

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

**14. HOLD HARMLESS:**

The respondent shall agree to protect, defend, indemnify, and hold the School Board, Independence 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, omission 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.

As a public entity, the District is unable to agree to protect, defend, indemnify or hold respondent harmless from and against any and all losses, claims, damages or liabilities of any kind.

**15. LAW GOVERNING:**

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

**16. 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, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 (HIPPA Privacy Rule), 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.

**17. 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.

**18. 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.

**19. 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) PROFESSIONAL LIABILITY

Not applicable

(b) COMMERCIAL GENERAL LIABILITY

Limits:

Bodily Injury & Property Damage (per occurrence)	\$1,000,000
Bodily Injury & Property Damage (annual aggregate)	\$2,000,000
Medical Payments	\$5,000
Sexual Abuse / Molestation Coverage (each occurrence)	\$1,000,000
Sexual Abuse / Molestation Coverage (annual aggregate)	\$2,000,000

Policy must include the following conditions:

Premises-Operations Liability  
 Broad Form Property Damage  
 Contractual Liability  
 Independent Contractors  
 Products/Completed Operations  
 Personal/Advertising Injury  
 Independent Contractors  
 Additional Insured: Independence School District

(c) AUTOMOBILE LIABILITY

Respondent shall maintain Auto Liability coverage on a “Symbol 1-Any Automobile” basis including coverage for Non-Owned and Hired Auto Liability providing for injuries to members of the public and damage to property of other arising from the use of motor vehicles. The District shall also be named as an additional insured under the policy.

(d) WORKERS’ COMPENSATION

This 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
Employer’s Liability:	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee

Before entering into contract, 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 both the



general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract respondent in its operations 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 such 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 named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Independence School District  
201 N. Forest Avenue  
Independence, MO 64050

(e) UMBRELLA LIABILITY

Respondent shall maintain at least \$4,000,000 in coverage.

**20. 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 omission of persons directly employed by him/her. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor 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.

**21. 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.

**22. EXECUTION OF AGREEMENT**

The contract 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 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.

**23. COSTS**

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

**24. 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.

**ATTACHMENT A  
PRICING PAGE**

**RFP 2019-TRN-004**

**SCHOOL BUS - LPG SUPPLY**

**(LPG price should be inclusive of all delivery charges and rebates applied)**

LPG Services & Cost Per Gallon (over life of contract) \$ \_\_\_\_\_ per Gallon

Identify all rebates applied to the above pricing: \_\_\_\_\_