



**REQUEST FOR PROPOSALS**

**TAXI CAB STUDENT TRANSPORTATION SERVICES  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**RFP#  
2020-TRN-001**

**NOTICE**

The School District of the City of Independence, District 30 ("District") will accept separate sealed proposals from qualified firms interested in providing taxi cab student transportation services to students and parents, including as required by law in situations in which a student may be considered to have special needs, or be homeless as provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11431 – 11435), on an as-needed basis. Qualified organizations ("Respondent") are invited to submit two (2) copies of a formal proposal as described herein.

**PROPOSAL SHALL BE LABELED**

**"RFP# 2019-TRN-001 TAXI CAB STUDENT TRANSPORTATION SERVICES"**

**AND ADDRESSED TO:**

**Independence 30 School District  
Transportation  
Attn: Daryl Huddleston  
900 S Powell Rd  
Independence, MO 64056**

**PROPOSALS MUST BE RECEIVED BY:  
1:00 PM, May 22, 2020**

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)

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**REQUEST FOR PROPOSALS**

**TAXI CAB STUDENT TRANSPORTATION SERVICES  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**RFP No.  
2020-TRN-001**

**CERTIFICATION FORM**

The School District of the City of Independence. District 30 ("District") will accept separate sealed proposals from qualified persons or firms interested in providing transportation 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 be homeless as provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11431 – 11435), on an as-needed basis. Qualified organizations ("Respondent") are invited to submit two (2) copies of a formal proposal as described herein.

**PROPOSAL SHALL BE LABELED**

**"RFP# 2020-TRN-001 TAXI CAB STUDENT TRANSPORTATION SERVICES"**

**AND ADDRESSED TO:**

**Independence 30 School District  
Transportation  
Attn: Daryl Huddleston  
900 S Powell Rd  
Independence, MO 64056**

**PROPOSALS MUST BE RECEIVED BY:  
1:00 PM, May 22, 2020**

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 AND MINIMUM QUALIFICATIONS

The District is requesting proposals from firms to provide transportation services to students and parents, including as required by law in situations in which a student may be considered to have special needs or homeless as provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11431 – 11435), on an as-needed basis. 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.

To be considered, Respondent must be a full-service transportation firm with expertise in the field of transportation of minors and/or special needs individuals. Respondent should be able to demonstrate that its transportation services have been successfully implemented and maintained, with preference provided if the Respondent has provided similar services to public school districts or governmental agencies of comparable size and scope.

### 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.

### 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       |

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              | May 4, 2020  |
| Deadline for Questions             | May 15, 2020 |
| Deadline to Submit Proposals       | May 22, 2020 |
| Interviews Conducted - If required | May 29, 2020 |
| School Board Approval of Contract  | June 9, 2020 |

The District desires the contract to commence on or about July 1, 2020

## **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 May 15, 2020. 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**

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

- Anticipated cost of services
- Number of available drivers;
- Qualifications of drivers;
- Respondent's experience with other school districts of similar or comparable size;
- Respondent's prior experience and performance with the District, if applicable.
- Size of fleet available;
- Condition of vehicles;
- Reporting capabilities;
- Ability to perform services, and
- Any other evaluative aspect which may impact a contract with Respondent.

### **B. Licenses and Permits**

Respondent shall secure licenses imposed by law and ordinance, and pay all charges and fees, including a current City of Independence, Missouri, business license. 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 16 of this RFP.

**7. SPECIFICATIONS**

**A. Response Time Criteria**

Respondent will be available for service five (5) days a week. Respondent's required service hours may differ under certain circumstances, but Respondent shall be available for service beginning at 6:00 a.m. until 5:00 p.m., with additional service required on an as-needed basis after 5:00 p.m. to transport students home upon the conclusion of after-school events or activities, such as parent/teacher conferences or after-school practices. In circumstances in which multiple students or children reside in the same home, Respondent shall provide transportation services to all children or students in that home or location, upon request by District, even if the individual students' ultimate locations differ.

Respondent shall provide a single telephone number to assure prompt response to calls from the District for the pickup of student(s). Respondent shall provide an initial response, via telephone call and followed up with an email, to the District's request within twenty-four (24) hours and shall provide a plan/route to the District within forty-eight (48) to seventy-two (72) hours, via email. The method of assignment of a qualified driver to the request shall be Respondent's responsibility.

District is responsible, upon placing a call for service, to designate the response time needed and the location of the pick-up. Student(s) pick-ups may include multiple sites within the Greater Kansas City area.

If Respondent experiences any delays or a cancellation of routes in the morning, Respondent must first call the parent and send an email to District's designee. If Respondent experiences any delays or a cancellation of routes in the afternoon, they must first call the school that the student is attending, then call the parent and follow-up with the District's designee via email.

Respondent's failure to deliver services in accordance with this 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. In this circumstance, Respondent is not entitled to any payment or damages and shall pay the District for any additional costs incurred.

Respondent's failure to respond or report to a site within the agreed time frame may be construed by District as one way in which the contract is breached and at District's sole discretion, the contract may be terminated upon notice by District.

**B. Term and Renewal**

The effective date of the contract will be approximately July 1, 2020, with an initial contract period of one (1) year, subject to annual renewal(s) exercised by the parties. The District shall have the right to cancel the contract at any time, with or without cause.

If the selected Respondent requests an increase in compensation for any renewal period, Respondent shall notify the District no less than thirty (30) days prior to the end of the contract period and shall provide evidence satisfactory evidence to the District of increased 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, 20 U.S.C. § 1232g ("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 District.

**F. Training and Screening**

Respondent will hire and train all drivers in accordance with all existing federal, state and municipal laws, ordinances and regulations that apply to public school district transportation. Such drivers shall have a Class E operator permit with an "S" endorsement. Such drivers shall be fully and properly licensed in accordance with § 302.272 RSMo, and 5 CSR 30-261.010(2)(A) 1-3. Furthermore:

- Respondent shall use no vehicles with a rate capacity, as defined by the manufacturer, to carry out more than ten (10) passengers, including the driver.
- The number of passengers, including students and driver, that may be transported at any one (1) time shall be limited to the number the manufacturer suggests as appropriate for that vehicle in accordance with RSMo, § 304.060, or if not posted in the vehicle, then limited to the number of seat belts in the vehicle.
- Operator and each passenger shall be properly secured with the appropriate restraint system (seatbelt, booster seat or child safety restraint system for appropriate ages at all times while the vehicle is in motion)
- Motor vehicles shall be licensed according to law and display a current state safety inspection sticker no older than twelve (12) months.

Respondent will further require that its operators have training that it is committed to the best practices and safe behavior methods focusing on prevention, such as Crisis Prevention Intervention (CPI) or MANDT. Other training provided to Respondent may be considered but must be approved by District.

At the District's request, Respondent shall present for inspection at least every six (6) months all vehicles, vehicle records, employee training records and employee background checks.

Every driver of Respondent's vehicles are required to have a physical no less than annually, and upon request Respondent shall provide District with records of such physicals.



All of Respondent's employees, independent contractor drivers 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 and criminal background checks with the FBI, including a criminal background check through the Missouri Highway Patrol and a child abuse/neglect background check through the Missouri Children's Division. Respondent agrees to immediately dismiss any employee and independent contractor driver who test 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 District immediately of any complaints received about its employees or independent contractors.

The Respondent shall also be qualified and certified, where required, to provide transportation for Early Education, Preschool and Pre-Kindergarten students. When necessary to legally and safely transport students, Respondent will provide all child booster seats and child passenger restraint systems, as specified in RSMo, § 307.179 and the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. 571.213. All drivers transporting Early Education, Preschool and Pre-Kindergarten students will be trained and instructed on the appropriate techniques in safely securing children in child booster seats and a child passenger restraint systems.

District is not responsible for any damage to any of 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**

Respondent shall provide transportation services in and around the District's boundaries for students and in some circumstances, their parents, for all activities, as directed by the District. The services may also include transporting the District's students across state lines to locations within the State of Kansas. The contract with Respondent shall be non-exclusive and allow the District to use providers other than Respondent for some or all of the services described in this RFP.

Respondent shall ensure the safety and security of students during pick-up and delivery, and at all times shall abide by all applicable laws and state regulations including but not limited to 5 CSR § 30-261.010 which provides the requirements for school buses, and 5 CSR § 30-261.045, which provides the requirements for transportation of students in vehicles other than school buses.

District and Respondent will meet at least once monthly to review and report on utilization, billing status and driving performance, and solicit feedback from District on performance, service issues and overall relationship. District may request that the monthly meetings be discontinued at its discretion.

Respondent shall comply with all regulations, requirements and licensing of Missouri Interstate Operating Authority and MoDOT Motor Carrier Services, and upon request shall provide to Respondent for inspection all vehicles, vehicle records, employee training records and employee background checks.

In circumstances in which multiple students or children reside in the same home, Respondent shall provide transportation services to all children or students in that home or location, upon request by District, even if the individual students' ultimate locations differ.

Upon request of District, Respondent shall provide monitors or attendants in vehicles transporting the District's students and parents.

For situations in which a student requires a car or booster seat for transportation, Respondent shall provide such seats and the seats shall remain with the vehicle after passengers complete their trip for later use.

The District does not guarantee any quantity of service, students, runs or routes, or taxi cabs.

**H. Transportation Guidelines**

Respondent and District may agree on other specific guidelines for transporting students

**I. Payment and Reporting**

Respondent shall provide detailed monthly billing statements, which include trip routes, per student mileage and cost spreadsheet on or before the 15<sup>th</sup> of 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.

## 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  
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 a listing of other Missouri and Kansas Public School Districts.
- D. References  
A list from up to three (3) recent school district or governmental clients. Include the school 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 transportation services
  - h. Schedule and detailed approach to District's needs
  - i. Process to respond to on-road vehicle breakdowns
  - j. Response to vehicle incidents
  - k. Process of new student arrangements
  - l. Employee training process and curriculum
  - m. Identification of unique issues related to the services requested, and
  - n. Process proposed for communications with District staff, School Board members and public.
- F. Cost (up front submitted with proposal – see Form 1)
- 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 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 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 most qualified firm(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.

**FORM NO. 1 – COST**

| Zone | Tier A | Tier B | Tier C |
|------|--------|--------|--------|
| 1    | \$     | \$     | \$     |
| 2    | \$     | \$     | \$     |
| 3    | \$     | \$     | \$     |
| 4    | \$     | \$     | \$     |
| 5    | \$     | \$     | \$     |

Zone 1: Encompasses student locations up to 4 miles beyond the school location.

Zone 2: Encompasses student locations up to 8 miles beyond the school location.

Zone 3: Encompasses student locations up to 12 miles beyond the school location.

Zone 4: Encompasses student locations up to 16 miles beyond the school location.

Zone 5: Encompasses student locations up to 16 miles and beyond the school location.

Tier A: Standard one-way rate to/from school/home for the first student along a route or a student with no multi-load opportunities.

Tier B: Discounted rate used for pick-up of additional students and drop off at different locations.

Tier C: Discounted rate used for additional students picked up at the same location and being dropped off at the same location.

**Fuel Surcharge:** In the event that the weekly fuel price is determined to be above \$3.00 per gallon, a fuel surcharge will be permissible. Please state percentage surcharge on proposed base rates:  
\_\_\_\_\_.

In the event that weekly average fuel price is below \$3.00 per gallon, the surcharge for fuel will be Zero.

**Cancellations:** Shall be made no later than one (1) hour before the scheduled pick up. Please state no-run rate that may be billed: \_\_\_\_\_.

**FORM NO. 2 - EXAMPLE**

*The District Requests each Respondent to provide a written response with anticipated costs concerning the following scenarios:*

**Scenario 1**

Trip 20 miles

1 Student

Pick up Location 456 Oak

Drop Off Location

Truman High School

Price for Trip \_\_\_\_\_

**Scenario 2**

Trip 16 miles

3 Students

Pick Up Location 123 Main Street

Pick Up Location 345 Elm Street

Drop Off Location

Pioneer Ridge Middle

Drop Off Location

Pioneer Ridge Middle

Price for Trip \_\_\_\_\_

**Scenario 3**

Trip 20 miles

3 Students

Pick Up

123 Main Street

Drop Off

Truman High School

Pick Up

345 Elm Street

Drop Off

Pioneer Ridge Middle

Pick Up

456 Oak

Drop Off

Sycamore Hills

Price for Trip \_\_\_\_\_

**Scenario 4**

Trip 16 miles

4 Students

Pick Up 2 Students

123 Main Street

Drop Off 1 Student

Sycamore Hills

Drop Off 1 Student

Southern

Pick Up 2 Students

345 Elm Street

Drop Off 2 Students

Pioneer Ridge

Price for Trip \_\_\_\_\_

**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:

## **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 “firm” means the person or entity submitting a formal sealed qualification.
- (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, RSMo, § 610.011.

**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) response 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 services 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.

**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 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.

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.
25. **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 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*.