



# Request for *proposal*

## DISASTER RECOVERY SERVICES RFP# 2021-PUR-009

PROPOSALS MUST BE RECEIVED BY:  
**11:00 AM (CST) ON FRIDAY, JULY 30, 2021**

Please mark your sealed envelope “**RFP #2021-PUR-009 Disaster Recovery Services Proposal**” and deliver to the following address and person:

Lisa Patrick  
Purchasing Supervisor  
[lisa\\_patrick@idschools.org](mailto:lisa_patrick@idschools.org)  
201 N. Forest Avenue  
Independence, MO 64050  
816-521-5599 ext. 61010

*All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Purchasing Supervisor at the email address listed above. The deadline for questions is Wednesday, July 14, 2021 at 4:00 PM (CST)*

It is the responsibility of interested firms to check the website:  
<http://sites.idschools.org/purchasing/bids-and-rfps> for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted Proposal.



2021-PUR-009  
Disaster Recovery Services  
Independence School District  
Facilities & Purchasing  
201 N. Forest Avenue  
Independence, MO 64050  
(816)521-5599 ext. 61010

## TABLE OF CONTENTS

|  |       |
|--|-------|
| <i>Background</i> .....                                  | 2     |
| <i>Description of Services</i> .....                     | 2-3   |
| <i>Scope of Services</i> .....                           | 3-5   |
| <i>Required Insurance</i> .....                          | 5     |
| <i>Disclosures and Notifications</i> .....               | 5-6   |
| <i>Contract Terms</i> .....                              | 6-8   |
| <i>Interpretation, Questions, Withdrawal</i> .....       | 8-9   |
| <i>Quote</i> .....                                       | 9-10  |
| <i>Proposal Submission, Opening, Interviews</i> .....    | 10    |
| <i>Reservation of Rights</i> .....                       | 10    |
| <i>Proposal Evaluation</i> .....                         | 10-11 |
| <i>Attachment A - BID Proposal Submission Form</i> ..... | 12-14 |
| <i>Appendix A - Locations</i> .....                      | 15    |



**2021-PUR-009**  
**Disaster Recovery Services**  
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Disaster Recovery Services  
Request for Proposal  
2021-PUR-009

**Proposal Due:**

July 30, 2021  
11:00 a.m.

**1. Background**

**1.1. *Notice***

1.1.1. Independence School District (the “District”) seeks a contractor (“Contractor”) to perform on call Disaster Recovery Service. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 11:00 a.m. on July 30, 2021. All information necessary for the submittal is contained in this RFP.

**1.2. *RFP Schedule*** The timeline listed below is the District’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to different circumstances.

1.2.1. Issue RFP: July 6, 2021

1.2.2. Deadline to submit written questions: 4:00 p.m., Wednesday, July 14, 2021.

1.2.3. Deadline for RFP: Friday, July 30 2021 at 11:00 a.m.

1.2.4. Vendor selection date: 6:00 p.m., August 10, 2021 ISD Board of Education Meeting.

**2. Description of Services**

**2.1. *Disaster Recovery Services – On Call***

2.1.1. When a disaster strikes, the district may not have sufficient resources to quickly recover. We are seeking Disaster Recovery Services to provide our schools with a pre-qualified firm capable of rapid, competent response, efficient mobilization, and true partnership in meeting the district’s needs.

**2.2. *Locations***

2.2.1. All Locations are within the Independence School District. Locations found in Appendix A, but not limited to these.



**2021-PUR-009**  
**Disaster Recovery Services**  
**Independence School District**  
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**2.3. Equipment**

2.3.1. Successful bidder shall furnish all materials, tools, and equipment necessary to accomplish the service.

**2.4. Inspection**

2.4.1. Contractor is responsible to visit each site before submitting their Proposal.

**3. Scope of Services**

**3.1. Experience**

3.1.1. Provider must have been in business for five (5) continuous years.

**3.2. Hours of service and Response Time**

3.2.1. The provider shall provide a toll free number that must be attended twenty-four (24) hours a day, seven (7) days a week, with qualified personnel to handle trouble reports from our District. The method of notification and the assignment of a technician to the call shall be the contractor's responsibility. Time stamp on phone record becomes office notification time.

3.2.2. It will be the District's responsibility to make the service call to designate an emergency situation. When emergency calls are received through a third party answering service, the Provider must respond telephonically or in person to the District regarding its emergency within one (1) hour of the District's initial notification.

3.2.3. The Provider must be on site within three (3) hours of the District's initial notification to determine the scope of work involved.

3.2.4. In the event repairs cannot be completed with the initial response, every effort by the contractor shall be made to provide limited repair to allow for effective functioning of the district.

3.2.5. Contractor must notify the District within twenty-four hours upon completion of any service call or inspection with description of what services were completed. Online notification systems preferred, but other media acceptable as noted.

**3.3. General Definition of Products and/or Services**

3.3.1. Mobilization Services: This includes, but is not limited to, catastrophe (CAT) and mini CAT management, contingency plan implementation, mobile command centers, storm tracking and resource allocation, immediate site inspections and estimates, advanced equipment and



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**(816)521-5599 ext. 61010**

resources staging, temporary buildings, shelters and CAT-tent communities and any other mobilization services offered by Provider.

- 3.3.2. Content Restoration Services: This includes, but is not limited to, electronics and telecommunications equipment restoration, machinery and industrial equipment restoration, hard drive data retrieval, document and vital records restoration, media recovery, fine art restoration, complete pack-out, shipping and storage, contents inventory management and any other content restoration services offered by Provider.
- 3.3.3. Environmental Services: This includes, but is not limited to, engineering controls and consulting, professional, licensed testing, mold remediation, bacteria and virus remediation, asbestos and lead-based paint abatement and any other environmental services offered by Provider.
- 3.3.4. Biohazard Services: This includes trauma cleaning and any other biohazard services offered by Provider.
- 3.3.5. Emergency Construction Services: This includes, but is not limited to, project management, consulting, fixed-cost estimates, complete interior and exterior renovations such as painting, carpentry, floor covering (carpet, tile, VCT, laminate, etc.), finished hardwood, and drywall, demolition and site cleanup, engineering, roofing, complete interior and exterior renovations, electrical, plumbing and HVAC and any other emergency construction services offered by Provider.
- 3.3.6. Pre-Loss Planning Services: This includes pre-disaster strike property assessment and any other pre-loss planning services offered by Provider.
- 3.3.7. IT Disaster Recovery Services: This includes, but is not limited to providing IT equipment colocation facilities and IT disaster recovery as a service.
- 3.3.8. Alternate Office Facilities: This includes, but is not limited to providing fixed and mobile temporary office work locations inclusive of internet services, phone services and general office computing equipment such as desktop computers, laptop computers, fax machines and workgroup printers/copiers.
- 3.3.9. Mobile Communications Vehicles: This includes, but is not limited to providing a mobile vehicle that can provide temporary and on-demand cellular (audio/data) and Wi-Fi (internet data) services to a limited geographic area that could not otherwise be provided at this location during a time of disaster.
- 3.3.10. Cloud Based Business Continuity Planning Software: A system used by an agency to document and maintain on an ongoing basis, its business continuity plans.
- 3.3.11. Related Products and Services: Any other related products and services available from Provider.



2021-PUR-009  
Disaster Recovery Services  
Independence School District  
Facilities & Purchasing  
201 N. Forest Avenue  
Independence, MO 64050  
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**3.4. Exclusions**

**3.5. Term**

- 3.5.1. The initial award is for three (3) full calendar year from August 11, 2021.
- 3.5.2. District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and contractor for one (1) year periods based on pricing and level of service. Either party can terminate agreement for any reason after initial contract period with a 90 days written notice.
- 3.5.3. August 11, 2021 will be the first date of this contract.
- 3.5.4. Each period shall end on August 11, 2021.

**4. Required Insurance**

**4.1. Liability**

- 4.1.1. \$100,000 per incident
- 4.1.2. \$300,000 per year

**4.2. Workers Compensation**

- 4.2.1. Statutory limits

**4.3. Bond**

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

**5. Disclosures and Notifications**

**5.1. Conflicts of interest**

- 5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

**5.2. Cooperative Procurement**

- 5.2.1. Indicate whether, if the District accepted your Proposal, you would provide the same products and services under the same prices and terms to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Counsel (MARC), Greater Suburban Kansas



**2021-PUR-009**  
**Disaster Recovery Services**  
**Independence School District**  
**Facilities & Purchasing**  
**201 N. Forest Avenue**  
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City Joint Purchasing Cooperative and/or located within the greater Kansas City metropolitan trade area.

5.2.1.1. YES \_\_\_\_\_ NO \_\_\_\_\_ (mark one with X)

- 5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.
- 5.2.3. Organizations represented by MACPP, GSKCPS, or MARC have no obligation under the cooperative procurement agreement to use the RFP, Proposal, or agreement unless they are specifically named in the RFP as a joint respondent.
- 5.2.4. The ordering jurisdiction will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
- 5.2.5. Each jurisdiction that is a party to the joint Proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

**6. Contract Terms**

**6.1. *E-Verify***

- 6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor’s employees are “lawfully present in the United States.”

**6.2. *Prevailing Wage***

- 6.2.1. If the project is over \$75,000, then Missouri law requires agreements to contain the following prevailing wage terms: “A wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in public works, exclusive of maintenance work.” (§ 290.220) and “Not less than the specified wage rates to all workers employed by them in the execution of the contract.” (§ 290.250). “The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the specified wage rates for any work done under the contract, by the contractor or by any subcontractor under the contractor, and the public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect.” (290.250). All payroll records of the contractor are to be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.



**2021-PUR-009**  
**Disaster Recovery Services**  
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**6.3. Applicable law**

6.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

**6.4. Termination**

6.4.1. The District may terminate contracts entered into pursuant to this RFP without cause upon 30 days' notice.

**6.5. Compliance with laws and policies**

6.5.1. Proposer must comply with all federal and state anti-discrimination laws.

6.5.2. All work shall be done in strict accordance with the provisions of the current edition of the building codes adopted by the City of Independence, Missouri and all city ordinances in effect during performance of this contract.

6.5.3. Contractor must be licensed to do business in the City of Independence.

6.5.4. All work shall meet or exceed the American with Disabilities Guidelines.

6.5.5. *A-133 Compliance Supplement:* The contractor must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.5.6. *Excessive Unemployment:* The Missouri Department of Labor and Industrial Relations has determined that a period of "Excessive Unemployment" remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects. (See Sections 290.550 through 290.580 RSMo).

6.5.7. *AHERA Notification:* the District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.

6.5.8. *OSHA Training:* As a condition of the Contract entered pursuant to this RFP, a Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program ("Program") for Contractor's on-site employees as mandated by RSMo 292.675. Said Program must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following: All of Contractors' on-site employees must complete the Program within 60 days of beginning work on the Project; Any employee found on the work site subject to this requirement without



**2021-PUR-009**  
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documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project; Contractor's failure to comply with these requirements will subject it to penalties. Contractor shall forfeit as a penalty to the Owner \$2,500.00 plus \$100.00 for each employee employed by Contractor or Contractor's Subcontractor, for each calendar day, or portion thereof, such employee is employed to work under this Contract without the required training. Said penalty shall not accrue until the period in subsections 1 and 2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions. Contractor shall be responsible for penalties to Owner due to any Subcontractor's employees' failure to produce documentary evidence of training in the required Program. Contractor may withhold all sums necessary to cover any penalty from Subcontractor by suing in the circuit court of the county in which the project is located. Contractor shall have no right of recovery against Owner

6.5.9. *Lead Paint Guidelines:* After April 22, 2010, contractors and their individual crew members working in pre-1978 school buildings that are child occupied and residential properties will be required to obtain their Renovator Certification by an accredited EPA Training Provider.

#### **6.6. Background Checks**

6.6.1. Contracts entered pursuant to this RFP must require that all employees who will have unsupervised interaction with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

#### **6.7. Indemnity**

6.7.1. The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

#### **6.8. Change orders**

6.8.1. Change orders need to be approved prior to performance of the work and could be subject to re-bid.

#### **6.9. Proposed contract**

6.9.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

### **7. Interpretation, Questions, Withdrawal**



**2021-PUR-009**  
**Disaster Recovery Services**  
**Independence School District**  
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**201 N. Forest Avenue**  
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**7.1. Interpretation**

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District no later than July 14, 2021 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

**7.2. Questions**

- 7.2.1. Submit written questions via e-mail to the following person:

Lisa Patrick  
Purchasing Supervisor  
[lisa\\_patrick@idschools.org](mailto:lisa_patrick@idschools.org)  
201 N. Forest Avenue  
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**7.3. Withdrawal**

- 7.3.1. Any Contractor may withdraw his Proposal prior to the scheduled closing time for receipt of Proposals.
- 7.3.2. No Proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of Proposals.

**8. Quote**

**8.1. Amount**

**8.2. Rate**

**9. Proposal Submission, Opening, Interviews**

**9.1. Submission**

- 9.1.1. Submit complete Proposals by following the RFP and the RFP Grading format in Attachment A and any support documentation such as Pre-Prepared Information Packets, in a sealed envelope marked **“RFP# 2021-PUR-009 Disaster Recovery Services Proposal”** and return the proposal to the following address and person:



**2021-PUR-009**  
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Lisa Patrick  
Purchasing Supervisor  
201 N. Forest Avenue  
Independence, MO 64050  
816-521-5330

Note: All submitted material will not be returned.

**9.2. Opening**

9.2.1. The Proposal will be opened publicly at the following location on the following date and time:

Date: July 30, 2021

Time: 11:00 a.m.

Location: Facilities Office Conference Room  
201 N. Forest Avenue  
Independence, MO 64050.

**10. Reservation of Rights**

***10.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.***

**11. Proposal Evaluation**

**11.1. Award**

11.1.1. The contract will be awarded to the firm submitting the best responsible Proposal complying with this RFP if the Proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm’s Proposals/proposal shall remain entirely with the District, at the District’s sole discretion. The criteria for making this judgment will include but not limited to price, demonstrated capability and general responsiveness to the RFP.

11.1.2. The District notifies all qualifiers that minority business enterprises will be afforded full opportunity to submit Proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Qualifier agrees that, should qualifier be awarded this contract, qualifier will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.



**2021-PUR-009**  
**Disaster Recovery Services**  
**Independence School District**  
**Facilities & Purchasing**  
**201 N. Forest Avenue**  
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11.1.3. The District reserves the right to reject any or all Proposals, to waive any informalities or technical defects in Proposals, and unless otherwise specified by the District, to accept any item or groups of items in the Proposal, as in the best interest of the District.

**11.2. Acceptance Period**

11.2.1. All Proposal offers must be firm for 90 days.



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## Attachment A

### BID PROPOSAL SUBMISSION FORM – ISD Disaster Recovery Services

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"),  
organized and existing under the laws of the State of \_\_\_\_\_, doing business as  
a corporation, a partnership, an individual (circle one) to the Board of Education, School District of  
Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the *INDEPENDENCE SCHOOL DISTRICT – ISD Disaster Recovery Services*. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.



2021-PUR-009  
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 Independence School District  
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 201 N. Forest Avenue  
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**Attachment A (Cont.)**

**Request for Proposal Grading Sheet**

| Item | <i>Request for Proposal Grading</i>               | <i>Points</i>      |
|------|---|--------------------|
| 1    | On Site Evaluations                               | 1-10               |
| 2    | Premium Services                                  | 1-10               |
| 3    | Web-based access to Documents                     | 1-10               |
| 4    | Mobile App  | 1-10               |
| 5A   | Restore at Local Level                            | 1-10               |
| 5B   | Restore at National Level                         | 1-10               |
| 6    | Mobilization Services                             | 1-10               |
| 7    | Content Restoration Services                      | 1-10               |
| 8    | Emergency Construction Services                   | 1-10               |
| 9    | Pre-Loss Planning Services                        | 1-10               |
| 10   | IT Disaster Recovery Services                     | 1-10               |
| 11   | Alternate Office Facilities                       | 1-10               |
| 12   | Mobile Communication Vehicles                     | 1-10               |
| 13   | Cloud Based Business Continuity Planning Software | 1-10               |
|      | <i>Request for Proposal Grading</i>               | 1=Low<br>10 = High |



**2021-PUR-009**  
**Disaster Recovery Services**  
**Independence School District**  
**Facilities & Purchasing**  
**201 N. Forest Avenue**  
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## Attachment A

**(Cont.)**

RESPECTFULLY SUBMITTED:

|                                     |                                  |
|-------------------------------------|----------------------------------|
| _____                               | _____                            |
| Signature                           | Title                            |
| _____                               | _____                            |
| Name (Please type or write clearly) | Date                             |
| _____                               | _____                            |
| Company Name                        | Telephone Number      Fax Number |
| _____                               | _____                            |
| Street                              | Email address                    |
| _____                               | _____                            |
| City, State, Zip Code               | License number (if applicable)   |

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL – (If BID is by a corporation)



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## APPENDIX A Locations

| Buildings                           | Address  | Square Footage |
|-------------------------------------|--|----------------|
| Abraham Mallinson Elementary School | 709 Forest Ave., Independence, MO 64050                  | 56,640         |
| Benton Elementary School            | 429 S. Leslie, Independence, MO 64050                    | 47,631         |
| Bingham Middle School               | 1716 S Speck Rd Independence, MO 64057                   | 120,400        |
| Blackburn Elementary School         | 17302 RD Mize Rd Independence, MO 64057                  | 66,949         |
| Bridger Middle School               | 18200 S Speck Rd Independence, MO 64057                  | 172,050        |
| Bryant Elementary School            | 827 W College Independence, MO 64057                     | 33,169         |
| Cassell Park Elementary School      | 10401 E. 31 <sup>st</sup> Street, Independence, MO 64052 | 74,160         |
| Central Office &Ennovation Center   | 201 N Forest Av, e Independence, 64050                   | 530,000        |
| Central Warehouse/Nutrition Service | 14001 E 32nd Street S Independence, MO 64055             | 53,000         |
| East Warehouse                      | 21303 E. Truman Road Independence, MO 64050              | 6,000          |
| Fairmount Elementary School         | 120 N Cedar Independence, MO 64053                       | 55,560         |
| Glendale Elementary School          | 2611 S Lee's Summit Rd Independence, MO                  | 54,135         |
| Hanthorn                            | 1511 Kings Highway, Independence, MO 64055               | 36,067         |
| Independence Academy                | 600 W Mechanic Independence, MO 64050                    | 78,993         |
| Independence Art's and Technology   | 315 N Main Street Independence, MO 64050                 | 16,000         |
| Korte Elementary School             | 2437 S Hardy Independence, MO 64052                      | 70,970         |
| Little Blue Elementary School       | 2020 Quail Drive Independence, MO 64057                  | 55,365         |
| Luff Elementary School              | 3700 S Delaware Ave Independence, MO 64055               | 40,327         |
| Maple Apartments                    | 1101 W. Maple Independence, MO 64050                     | 6,072          |
| Mill Creek Elementary School        | 2601 N Liberty Independence, MO 64050                    | 39,503         |
| Nowlin Middle School                | 2800 Hardy Independence, MO 64052                        | 149,077        |
| Ott Elementary School               | 1525 N Noland Rd Independence, MO 64050                  | 54,307         |
| Pioneer Ridge Middle School         | 1656 S Speck Rd Independence, MO 64057                   | 129,000        |
| Procter Elementary School           | 1403 W Linden Ave Independence, MO 64052                 | 33,538         |
| Randall Elementary School           | 509 Jennings Rd Independence, MO 64056                   | 40,997         |
| Santa Fe Annex Elementary School    | 1231 S Windsor Independence, MO 64055                    | 12,136         |
| Santa Fe Trail Elementary School    | 1301 S Windsor Independence, MO64055                     | 42,351         |
| Speck House                         | 1700 S. Speck Road Independence, MO 64057                | 2,017-         |
| Spring Branch Elementary School     | 20404 E Truman Rd Independence, MO 64056                 | 38,683         |
| Sugar Creek Elementary School       | 11424 Gill Independence, MO 64054                        | 33,126         |
| Sunshine Center                     | 18400 E Salisbury Rd Independence, MO 64056              | 26,079         |
| Sycamore Hills Elementary School    | 15208 E 39th St Independence, MO 64055                   | 68,192         |
| Three Trails Elementary School      | 11801 E 32nd St Independence, MO 64052                   | 47,450         |
| Transportation Department           | 900 S Powell Rd Independence, MO 64056                   | 3,600          |
| Truman High School                  | 3301 S Noland Rd Independence, MO 64055                  | 238,267        |
| Van Horn High School                | 1109 S Arlington Ave Independence, MO64055               | 260,807        |
| William Chrisman High School        | 1223 N Noland Rd Independence, MO 64050                  | 282,560        |
| William Southern Elementary School  | 4300 Phelps Rd Independence, MO 64055                    | 63,181         |