



REQUEST FOR PROPOSAL
DEMOGRAPHIC STUDY SERVICES
RFP NO. 001-024

NOTICE

The Liberty Public School District #53 (District) will accept proposals for Demographic Study Services as described in the attached request. Qualified organizations (Respondent) are invited to submit Two (2) bound copies marked "Copy", one (1) unbound original marked "Original", and one (1) flash drive in PDF format enclosed which contain the Respondent's entire response. Each original and copies must be marked with all appropriate tabs.

PROPOSAL SHALL BE LABELED

"DEMOGRAPHIC STUDY SERVICES - PROPOSAL"

AND ADDRESSED TO:

Jason Breit, Director of Purchasing and Distribution
Liberty Public School District #53
801 Kent St
Liberty, MO 64068

PROPOSAL MUST BE RECEIVED BY:

2:00 PM CST, THURSDAY, OCTOBER 19, 2023

Questions may be directed to Jason Breit
Phone: 816-736-5358
Email: jason.breit@lps53.org

General District Information
www.lps53.org

LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

REQUEST FOR PROPOSAL

DEMOGRAPHIC STUDY SERVICES

RFP NO. 001-024

CERTIFICATION FORM

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The Liberty Public School 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 this company in an agreement to supply the service or commodity 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 _____

Address _____ City _____ State _____ Zip Code _____

Telephone _____ E-mail Address _____ Web Address _____

Name (Typed or Printed) _____

Signature of Authorized Representative: _____

Date _____

Initials _____

INTRODUCTION AND PROCESS

INTRODUCTION

The purpose of this Request For Proposal (“RFP”) is to solicit proposals and select a professional services vendor from qualified firms to analyze enrollment projections within school boundaries to determine how future student enrollment may impact building capacity and other district resources. This Request for Proposal should not be misconstrued as a formal offer. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

The successful Proposer shall be expected to enter into a written contract with the District. The terms and conditions in this proposal are expected to be incorporated into any contract awarded. In submitting a proposal, the Proposer agrees to the terms and conditions, unless it is notated conspicuously in the proposal response. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services upon Board of Education approval.

BACKGROUND

The Liberty Public School District serves the residents of approximately 85 square miles in Clay County. Located just northeast of Kansas City, MO the district serves approximately 12,500 students attending nineteen academic school facilities. Grade levels range from preschool through 12th grade.

Liberty Public School District has eleven elementary schools, four middle schools, two high schools, an alternative secondary school, an early childhood center, a District Administration Center building, and three Support Service Center buildings. Additional detailed information about the district may be found at www.lps53.org.

SCHEDULE

The proposed project schedule for this RFP is as follows:

RFP Release:	September 29, 2023
RFP Questions Due:	October 11, 2023 by 3:00 PM CST
Proposals Due:	October 19, 2023 at 2:00 PM CST
BOE 1 st Read:	November 21, 2023
Notice of Award Issued	November 22, 2023

This schedule is tentative and is subject to change for reasons including, but not limited to, changes in deadlines by the District.

INSTRUCTIONS

PROPOSAL SUBMISSION

Two (2) bound copies marked “Copy”, one (1) unbound original marked “Original”, and one (1) flash drive in PDF format. Each original and copies are to have the appropriate submittals. Proposals must be received at the address listed below **no later than 2:00 P.M. CST on THURSDAY, OCTOBER 19, 2023**. If you are hand delivering the proposal, the Purchasing and Distribution Office at 801 Kent St, Liberty, Missouri, must receive and time-stamp the proposals by the close date and time. Proposals received after that date and time will not be considered and will be returned unopened. Submittal packages must be clearly marked showing the number and the title of the RFP, which is **Demographic Study Services, RFP# 001-024**. Hours for drop off, prior to the due date, is M-F 7 AM to 3:00 PM CST.

Proposals shall be submitted in sealed packages addressed to:

Liberty Public School District #53
Demographic Study Services - Proposal
Attn: Jason Breit
801 Kent St
Liberty, MO 64068

FORMAT

Vendors must respond to this RFP by using the format described herein. The District reserves the right to deem proposals that do not comply with this format as non-responsive and reject them. Vendors will not receive notification from the District if their proposal is rejected due to format issues. The District reserves the right to waive format requirements in the event it receives only one (1) proposal in response to the RFP or it is deemed in the best interest of the District.

SIGNATURE

The Vendor must provide an original, manual signature of an authorized agent on **page 2**. The District reserves the right to deem a proposal that does not including a signature non-responsive.

REQUIRED DOCUMENTS

The Vendor is required to submit all required response documents as stated in this RFP.

QUESTIONS

All questions regarding this RFP shall be made electronically via e-mail and directed to **Jason Breit at jason.breit@lps53.org**. The subject of the e-mail shall be “**QUESTION – RFP# 001-024**”. All documents associated with this RFP including any addenda’s will be posted at the following web address:

The deadline for submitting questions on this RFP is **OCTOBER 11, 2023 at 3:00 PM CST**. Any questions submitted after that date and time may not be considered or answered.

Initials _____

ADDENDA

The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at: <https://www.lps53.org/Page/1563>

Interested Vendors are encouraged to check the District's website frequently for addenda to this RFP. Vendors are responsible for reviewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Vendors beyond the posting of addenda on its website.

TAXES

The District is a tax-exempt entity. Proposals should not include federal, state, or local taxes.

UNDERSTANDING OF THE RFP AND BOARD POLICIES

By submitting a response to this RFP the Vendor accepts the responsibility to read and understand the complete document. If the Vendor has questions, the questions may be submitted to the District as directed on page 4. The Vendor also accepts the responsibility to review and understand all applicable policies of the Board of Education, all of which may be found on the District's website at <https://www.lps53.org/domain/74>

REJECTION OF PROPOSAL

The District reserves the right to refuse for any reason deemed to be in its best interest any and all proposals submitted in response to this RFP. Vendors may or may not receive notification from the District if their proposal is rejected.

PRICING

Prices shall remain firm for the entire term of the agreement.

INCURRED COSTS

The District is not liable for any costs incurred by a Vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri Law. Such exemption from liability applies whether such costs are incurred by the Vendor or indirectly through the Vendor's agent, employees, assigns or others, whether related or not to the Vendor.

COMMUNICATION WITH DISTRICT EMPLOYEES

Vendors shall not communicate with any District employees regarding this RFP with the exception of submitting written questions as directed on page 4. Verbal communications from District employees shall in no case supersede any written communications from the District.

Improper Business Relationships. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between the service provider; the District; any employee, officer, director, or principal of the service provider or the District; and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide at its sole discretion whether disqualification of the Vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the District.

In the event the District disqualifies a Vendor based on an improper communication or relationship with a District employee, and that Vendor's proposal would have otherwise been considered the lowest and best proposal, the District reserves the right to select as the winning proposal the next-lowest and best proposal that it deems responsive to the RFP.

Compliance with Applicable Laws. Vendors agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements under law that apply to the scope of work, including all reporting and registration requirements. Vendors further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

No Collusion. By submitting a proposal in response to this RFP the Vendor and each person signing on behalf of the Vendor certify, under penalty of perjury, that to the best of his/her belief:

- The prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Vendor, or any other competitor.
- Unless otherwise required by law, the prices in the proposal have not been knowingly disclosed by the Vendor, and will not be knowingly disclosed by the Vendor, prior to opening, directly or indirectly, to any other Vendor or competitor.
- No attempt has been made or will be made by the Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restricting competition.

MODIFICATIONS OR WITHDRAWAL OF RESPONSES

Modifications to a proposal may be made by written notice on company letterhead and must be received by the District prior to the deadline to submit proposals under this RFP, which is **THURSDAY, OCTOBER 19, 2023 at 2:00 PM CST**. Any modification or withdrawal of response must be made in a sealed envelope labeled in accordance with the requirements for submission of the RFP.

EXCEPTIONS

Vendors are advised to respond to all provisions of this RFP. Proposals that take "exceptions" or are contingent on any changes to the terms and conditions of the RFP may be deemed by the District to be non-responsive and rejected. Vendors should attach itemized responses and/or exceptions to this RFP to its proposal. Vendors should also attach any additional terms and conditions or documents, such as costs, that would affect a contract arising under the RFP to its proposal.

CONTRACT PERIOD

Initial contract period shall be for one (1) year or through December 31, 2024.

OPTION TO RENEW

Liberty Public School District is also seeking a renewable annual contract for services through December 31, 2028. It is the District desire to potentially commission a new study every other year from 2024 through 2028.

Initials _____

COMPLIANCE

Proposals must respond to all requirements of this RFP to the maximum extent possible. The Vendor shall comply with submitting all required signed and notarized documents prior to closing date and time of this RFP.

The District reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP, in whole or in part, or decide to award a contract to perform only some of the services or scope of work outlined in this RFP, without liability, obligation, or commitment to any party, firm or organization. The District is under no obligation to notify Vendors if it rejects any or all proposals, or modifies, postpones, or cancels the RFP.

The District is not liable for any costs incurred by the Vendor(s) prior to issuance of a valid and legally binding contract in accordance with Missouri Law.

BOARD ACTION

A recommendation for award based on the pricing that meets the required terms and conditions of this RFP, including, but not limited to, meeting the specifications. However, a contract shall not exist between the parties until (1) such agreement has been duly authorized and approved by the Board of Education; and (2) it has been documented in accordance with Missouri Revised Statutes Section 432.070. In the event that this recommendation is rejected by the Board of Education; the District will not be obligated to the Vendor in any manner.

NO ASSIGNMENT

A contract awarded pursuant to this RFP may not be assigned to any other entity without the express, written authorization of an authorized agent of the District.

COMPLIANCE

The Vendor will be responsible for insuring compliance with all applicable laws, ordinances, rules, regulations and orders for the performance and completion of this contract.

INITIALS

All pages must be initialed by a legal representative of your firm that is authorized to respond to this RFP. By initialing all pages your firm agrees they have read and fully understand all aspects and requirements of this RFP.

SCOPE OF WORK AND OTHER REQUIREMENTS

A. SERVICES TO BE PROVIDED BY THE SUCCESSFUL CONTRACTOR

1. Enrollment Analysis and Student Projections (All Schools)

Goal: To provide meaningful information about the placement of students by school, grade level and program within the district. To identify enrollment trends that are expected to continue along with additional information that will improve the accuracy of enrollment projections over a ten-year period. Assist district staff as they implement changes to their existing student projection model.

Contractor shall provide the following:

- Detailed student data should be loaded into a GIS system to produce various charts that will help the district understand trends and concentrations of student groups. This might include the following.
 - Migration
 - Transfers
 - Special program delivery location vs. predominant area of residence
 - Student density change by planning area

Please include a copy of a similar report you provided to another district. Please briefly explain the approach you would use and any additional information you will need from the district.

- Obtain information from the city and county planning departments for housing starts and other information important to long-term projections. Please describe the process you will use including the various contacts you will make and the information you plan to gather.
- What data/information will be utilized as part of the analysis.
- Will you use census data in your analysis? If so, what information will you use and how will it be used in the model (e.g. age/gender related to potential child births)? Please include any district charts, if any, that you've developed from this data.
- Prepare a ten-year projection for each school. Please indicate what factors will be used as inputs and the outputs that are generated by the projection. Please provide a schedule showing a sample of past projections made by your firm with comparisons of actual enrollment for those same periods. Include a discussion of the lowest geographical area used in the projection and what attributes you are tracking for each of these areas.

2. Capacity Analysis (All Schools):

Goal: To review the district's current methodology of capacity analysis and provide recommendations for changes.

Contractor shall address the following issue:

- Please describe how you would calculate capacity information. Please attach a sample of a capacity report that you might recommend to the district. This will be used for evaluation purposes. Once engaged, the selected consultant may choose an alternative approach based on additional information provided by the district.

3. Boundary Analysis:

Goal: To identify multiple boundary adjustment options and possible school mergers to balance projected enrollment with functional capacity over the next ten years and beyond.

Contractor shall provide the following:

- Prepare various alternatives to balance the projected enrollment with capacity. Provide examples showing the format of past recommendations including any maps and supplementary information.
- Discuss the steps you might follow to create various options? What information will be required? What outputs are created for each option?
- Prepare other alternatives based on feedback of committee. The consultant is not expected to be at subsequent meetings. Please indicate the cost if you are asked to attend other meetings.

B. PROPOSAL PREPARATION

Each proposal response shall include the following:

1. Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
2. The name, title, mailing address, telephone number, and email address of the contact person for this RFP and the proposal.
3. A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
4. The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
5. Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided (See Section; D. PRICING).
6. A description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 districts.
7. A minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and districts for which each Proposer has provided services. Preferably school districts with similar geographic trends.
8. Whether or not they have been involved in any litigation during the last five years, and if so, describe any such litigation.
9. A list of any and all information that the district will be required to provide for you.

C. EVALUATION CRITERIA

It is the intent of the District that an agreement for Demographer Consultant Services may be awarded to the Demographer that best meets the criteria as outlined below. Experience, qualifications, stability, ability to respond to District needs, and references will be used to determine the award of services. The District may also use any subjective criteria in making its determination. Selected Demographers who submit proposals may be asked to make a presentation to members of the Board of Education and/or Administration. The date, time and format of such presentations will be determined by the District. However, the District reserves the right to award a contract based upon the initial proposals received without discussion of such proposal.

Each proposal will be independently evaluated. Final selection and approval will be made by the Administration and Board of Education. The following criteria, not in any priority order, will be reviewed.

1. Quality and completeness of the proposal.
2. Quality and extent for potential consultant services offered.
3. Qualifications of the consultant staff servicing the District.
4. Organization, size, structure, and stability of Demographer.
5. Experience as Demographer to other school districts and/or municipalities.
6. Scope of Demographer services that are available for School consideration.
7. Ability to meet the District's needs.
8. Subjective evaluation of quality and desirability of products offered.
9. References.
10. Cost.
11. Additional criteria that the district considers necessary.

The District may then wish to negotiate with the proposer on services, contract conditions and/or fees for performing services. If a reasonable agreement cannot be achieved with the proposer of choice, at the option of the District, negotiations will proceed with the next proposer of choice until a mutually agreed upon contract can be negotiated.

D. PRICING

All proposers shall provide the following as part of their proposal response:

- A detailed fee structure for all costs associated with providing the services as specified in this proposal,

Provide separate pricing for each of the following services in the Scope of Work. One, two or all three areas may be engaged by the district. The district would like an “ala cart” pricing approach.

1. Enrollment Analysis and Student Projections (All Schools)
2. Capacity Analysis (All Schools):
3. Boundary Analysis:

Total all costs associated with the Scope of Work on a separate line.

If there are services in the Scope of Work that your firm is not able to conduct or complete, please list “NO BID” as the cost for that section.

- The anticipated total number of hours required to provide all services as specified in this proposal.
- All anticipated miscellaneous expenses required to provide the services as specified in this proposal, e.g. travel, car rental, hotel, etc.
- Pricing options for all hourly rates and fees on a move forward basis. If applicable.
- Pricing options for annual contract renewal. Flat fee or percentage increase from original. Please detail. If applicable.

SERVICE CONTRACT

Below is the formal service contract, which includes all governing terms and conditions, that shall be dually executed between the District and awarded Vendor upon formal award of service by the District Board of Education. All materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be included within the returned proposal package for review by District.



Between

LIBERTY PUBLIC SCHOOL DISTRICT #53

and

CONTRACTOR

Contract No. _____

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE BOARD OF EDUCATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT

This Services Contract ("Contract") is made by and between the Liberty Public School District #53, Liberty, MO 64068 ("LPS" or "Liberty Schools") and CONTRACTOR ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: _____

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____ Email: _____

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Services under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Sole Proprietor Corporation Limited Liability Company
 Partnership Nonprofit Corporation Other (describe: _____)

District Point of Contact: _____

Name of Building or Department: _____

Address: _____

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have any questions.**

Initials _____

TERMS AND CONDITIONS

1. **Purpose.** This contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
2. **Term and Termination.** This contract becomes effective on _____ or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through

Check if applicable:

___ As provided for in _____ (enter RFP/ITB/QUOTES solicitation number, e.g. RFP 010-018), this Contract may be renewed for up to _____ (e.g. four additional one-year terms) by amendment signed by both parties.

3. **Cooperative Purchasing Option.** At the discretion of the Contractor and pursuant to District policy, purchasing procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of this contract.

Any such purchases will be between the Contractor and the participating public agency under separate contract and will not impact the Contractor's obligations to the District. Any estimated purchase volumes listed in this Contract do not include other public agencies and the District makes no guarantee as to their participation.

4. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in Exhibit A (Statement of Work).

5. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents.

- Exhibit A (Statement of Work)
- Exhibit B (Felony Conviction Notification Form)
- Exhibit C (Federal Work Authorization Program Affidavit Form)
- Exhibit D (Federal Work Authorization Program ("E-Verify) Addendum Form)

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6. Maximum Total Payment; Invoicing. The maximum total payment under this Contract is \$_____; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

7. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 15 (Early Termination), District shall pay Contractor as follows:
 - i. If District terminates this Contract for its convenience under Section 15 (a) or 15 (b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - ii. If Contractor terminates this Contract under Section 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - iii. If District terminates this Contract under Sections 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval for future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with the funding levels adopted by its Board of Education.

8. Cost Adjustments. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the

Initials _____

proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.

9. **Independent Contractor Status:** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor. And that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not “officers, agents, or employees” of the District.
10. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.
11. **Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
12. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
13. **Other Contractors.** If this Contract is for “services” and not “services requirements” (see Section 1 (Purpose)) District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under the Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
14. **Nonperformance; Substituted Services.** As used in this Contract, “failure to perform” means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days’ written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.

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15. **Early Termination.** This Contract may be terminated as follows unless specified herein:
- a. **Mutual:** District and Contractor may terminate this Contract at any time by their written agreement.
 - b. **District's Sole Discretion:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. **Contractor Licensing, etc.:** Notwithstanding Section 15 (c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - a. **Furlough:** District reserves the right to terminate or otherwise suspend this Contract if District's Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
16. **Remedies.** In case of Contractor breach and in addition to the provisions of Section 13 and 14 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.
17. **Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all Materials subject to this provision.
18. **Errors.** Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs. Under this Contract and shall do so without undue delays or additional cost to District.
19. **Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to

document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

20. Ownership of Work Products. Contractor agrees that all work product created or developed for District by Contractor pursuant to this Contract are intended as "work made for hire" and shall be the exclusive property of the District. If any such work product contains Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work product. District claims no right to any pre-existing work product of Contractor provided to District by the Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

21. Work performed on District Property. Contractor shall comply with the following:

- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor.
- b. Sign-In Required: As required by schools and other District locations, each day Contractor's employee are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by law enforcement.
- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

22. Security. Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property.

- 23. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 24. Media Contacts.** Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Contract or the Services provided hereunder within one (1) year of Services completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Services without approval of District.
- 30. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 31. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 32. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by Chapter 287 of the Revised Statutes of Missouri, subject employers shall provide workers' compensation coverage in accordance with this law. Contractors shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability/Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to , accounting, architectural, auditing, legal, and medical), then Contractor shall maintain professional liability/E&O insurance coverage of at least 3,000,000 for each claimant, and at least \$3,000,000 coverage for each incident or occurrence.
 - c. General Liability. Contractor shall provide general liability insurance coverage to sufficiently cover events adverse to the objectives of this Contract. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claimant and \$3,000,000 for each incident, or occurrence.
 - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall

maintain motor vehicle liability insurance of at least \$1,000,000 for each claimant, and \$3,000,000 for each incident, or occurrence.

- e. **Other Insurance.** District reserves the right to require other insurance (e.g. Builder’s All –Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. **Additional Requirements.** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and licensed to do business in Missouri. Contractor alone is responsible for paying all deductibles and retentions. Contractor’s coverage shall be primary in the event of loss.
- g. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor’s services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attached a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

33. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

34. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identify; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

35. Confidentiality. Contractor agrees that all knowledge and information that it may receive from the Liberty Public School District or its employees, agents or consultants or by virtue of the performance of services under and pursuant to this agreement including but not limited to information concerning the students and employees of LPS shall for all time and for all purposes be regarded by Contractor as confidential and held by Contractor in confidence and shall be solely for the benefit and use of LPS and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting LPS or with the written permission of LPS or when required by law.

36. Controlling Law; Venue. The parties agree that Missouri law will govern any dispute related to this Contract and to conduct any litigation arising out of this Contract in courts located in Clay County, Missouri.

Initials _____

- 37. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 38. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 39. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 40. **Notices.** All notices or demands delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

PAYMENT METHOD: The District preferred method of payment is by check. Electronic payment is not available at this time. The district will issue an official purchase order once the Contract has been executed. All invoices should state the applicable purchase order number in order to expedite payment.

I have read this contract and its attached exhibits, if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.

CONTRACTOR

DISTRICT

CONTRACTOR

LIBERTY PUBLIC SCHOOL DSITRICT
8 VICTORY LANE
LIBERTY, MO 64068

Signature

Steve Anderson
Chief Operations Officer

Contractor Printed Name and Title

Date

Date

Initials _____

ATTACHMENT (A) – STATEMENT OF WORK

This attachment will be provided by the awarded vendor once the bid award recommendation has been approved.

Either a Statement of Work by Vendor, the Bid Response Form, or a copy of the entire bid proposal submitted by the awarded vendor will be included in the Service Contract as Attachment A.

ATTACHMENT (B) - FELONY CONVICTION NOTIFICATION FORM

The person or business entity that enters into an agreement with this school district must give 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: _____

Initials _____

ATTACHMENT (C) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services 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 on this _____ day of _____, 200____.

NOTARY PUBLIC

My commission expires:

Initials _____

ATTACHMENT (D) – FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

Initials _____

ATTACHMENT (E) - NO-BID RESPONSE FORM

This form is designed to assist the bidder in providing information necessary to confirm a “No-Bid” response. To remain potentially involved in future opportunities, the bidder should state the reasons for declining such an invitation. Please submit to Procurement after completion and required signature.

BID TITLE AND NUMBER: DEMOGRAPHIC STUDY SERVICES – RFP# 001-024

Company Name: _____

Contact Person: _____

Telephone Number: _____

E-Mail: _____

Please Note:

A no-bid response is a critical factor in remaining on the bidders list, and thus ensures future business opportunities. In addition, a no-bid response demonstrates that, while you are not interested in bidding for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective bidders list.

We, the undersigned have declined to submit a bid for the following reason(s):

- ___ Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).
- ___ Unable to meet deadline for responding to above bid number (IFB/RFP).
- ___ We do not offer this product or service.
- ___ Our schedule would not permit us to perform.
- ___ Unable to meet specifications.
- ___ Unable to meet Bond/Insurance requirement(s).
- ___ Specifications unclear (explain below).
- ___ Unable to meet insurance requirements.
- ___ Please remove us from your “Bidders List”.
- ___ Other (specify below).

COMMENTS: _____

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By: _____

Name (Printed)

Title/Department

Signature

Date

Initials _____