REQUEST FOR PROPOSAL

SUBSTITUTE MANAGEMENT SERVICES

RFP NO. 002-027

NOTICE

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

PROPOSAL SHALL BE LABELED

"PROPOSAL- SUBSTITUTE MANAGEMENT SERVICES"

AND ADDRESSED TO:

Jason Breit, Director of Purchasing
Liberty Public School District #53
1142 Southview Drive
Liberty, MO 64068

PROPOSAL MUST BE RECEIVED BY:

2:00 PM CST, THURSDAY, DECEMBER 10, 2026

Questions shall be directed to Jason Breit, Director of Purchasing

Email: jason.breit@lps53.org

General District Information
www.lps53.org

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LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

REQUEST FOR PROPOSAL

SUBSTITUTE MANAGEMENT SERVICES

RFP NO. 002-027

CERTIFICATION FORM

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AND ADDRESSED TO:

Jason Breit, Director of Purchasing
Liberty Public School District #53
1142 Southview Drive
Liberty, MO 64068

PROPOSALS MUST BE RECEIVED BY:

2:00 PM CST, THURSDAY, DECEMBER 10, 2026

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	Print Name
_____	_____
Street/City/State/Zip	Signature
_____	_____
Telephone #	Date Tax ID#
_____	_____
E-Mail	Entity Type

PART I: INTRODUCTION

PURPOSE

The Liberty Public School District ("LPSD") is seeking proposals from qualified companies that provide Substitute Management Services for Teacher, Nurse, Clerical, Library Media Specialists, and Paraprofessional positions.

INFORMATION ABOUT THE DISTRICT

Liberty Public Schools, located within an 85-square-mile area of Clay County, Missouri, serves more than 11,600 K–12 students and 241 pre-K students across 19 campuses, including 11 elementary schools, four middle schools, two high schools, an early childhood center, and an alternative school.

District Mission: Inspire and equip all learners to discover their voice and unlimited potential.

District Vision: A future-focused community with a passion for lifelong learning.

Core Values: Excellence, Integrity, Collaboration, Innovation, Growth.

For more information about the District, visit our website www.lps53.org

TIMELINE FOR PROCESS

The timeline listed below is the District's estimate 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.

Request for Proposals Issued	Tuesday, November 10, 2026
Vendor Questions due to District	Thursday, December 3, 2026, by 3:00 PM CST
Proposals Due	Thursday, December 10, 2026, by 2:00 PM CST
Potential Interviews	Thursday, January 21, 2027 (TBD, but interested bidders are to hold the date open)
Recommendation and Final Contract to Board	Tuesday, February 16, 2027

Communication with Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the Vendor's proposal.

The remainder of this page has been left blank intentionally

PART II: SCOPE OF SERVICES

Contractor shall:

- Recruit, interview, employ, and train substitutes prior to placement in teacher, library media specialist, paraprofessional, administrative, administrative assistant, clerical, and nursing positions for (19) district academic sites.
- Assign substitutes based on the district's daily needs.
- Be responsible for all related employment services for the substitutes, including record-keeping and any required state and federal reporting.
- Ensure that substitutes meet all District requirements for working as a substitute.
- A centrally located office within the Kansas City region is not required, however, the district requires monthly visits to the district HR office.
- Provide access to Frontline software to track absences and sub assignments.
- Clearly explain a plan for hiring/onboarding an LPSD retiree vs a traditional sub hire. How can your firm make it easier to hire former LPSD employees?

CONTRACT PRICING

The markup percentage must be held firm for the entire contract period. The maximum billing rate will be determined by multiplying the minimum pay rate by the overhead markup percentage rate as provided on the Bid Proposal Form.

MINIMUM PAY RATE

The rate paid to the substitutes, under this contract, must meet the following minimum rate requirements, and the successful bidder shall make this rate available to all substitutes under work assignment to the District subject to approval of the District. This rate is the actual rate paid to the substitutes, not including any taxes or benefits. The District reserves the right to periodically monitor substitutes' pay rates to ensure compliance with this condition. If a contractor is found to be out of compliance with this provision, then the contract may be canceled at the discretion of the Assistant Superintendent of Human Resources, Director of Human Resources for Certificated Staff, or Director of Human Resources for Classified Staff. The current rates for substitutes are stated on the Bid Proposal Form. Whenever the Board approves an increase in rates, the contractor will be notified in writing of the new minimum pay rate and its effective date.

FILL RATE REQUIREMENT

Our goal for this program is to fill absences daily at 100%. Any required start-up/transitioning period must be complete so that the program will be fully functioning by August 1, 2027. After this date, fill rates should be consistently 100%, or as close to 100% as possible. Fill rates of less than 95% on a recurring basis shall be cause for a conference to determine corrective action. Failure to improve or obtain an average fill rate of 95% or better may be cause for termination of the contract. The contractor will not be held responsible for low fill rates where circumstances are mutually agreed to be beyond the contractor’s scope of control.

Positions needing substitute services include teachers, library media specialists, paraprofessionals, administrative assistants, and nurses. The district anticipates roughly 14,500 absences each year to be filled by the contractor, with a large percentage of absences filled with less than 24 hours' notice. The contractor is responsible for training all substitute employees for District-required competencies and position-specific roles: District Policies, Sexual Harassment training, Technology training. Employees needing subs = approximately 1,100 to 1,300.

REQUIRED DOCUMENTATION

The following shall be submitted with the completed bid. FAILURE TO DO SO WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

- Process map/plan for implementation
- Process map/plan for daily operations and fill procedures
- Your training agenda for substitutes that you employ (Technology training, orientation/policy training)
- Samples of materials that would be provided to all substitutes, including all employment documents such as application, reference forms, and college/university transcripts.
- Responses to Attachment A

REPORTS

Contractor shall provide Human Resources with the following reports:

- Daily, weekly, and monthly reports reflecting the percentage of assignments filled.
- Daily, weekly, and monthly reports containing all data related to assignments filled. Report must contain the date(s) of assignment, job number, school location, absent teacher, and substitute assigned.
- Weekly reports indicating the account code charged for each absence and for each school location.
- Report indicating individuals who requested or input absences.
- Coordinate and provide progress reports at the end of each semester, summer session, and a comprehensive yearly report.
- Provide a report representing trending data from year to year tracking areas of achievement and deficiencies.
- Provide any additional reporting samples that assist or add value to the substitute services program.

SUBSTITUTE'S RESPONSIBILITY

- Report to main office upon entering school buildings
- Be appropriately dressed and wear ID badge (provided by vendor) at all times
- Follow lesson plans/assignments as given
- Complete feedback form for classroom teachers.
- Conduct oneself in accordance with District Policies & Procedures.

https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=108&Sch=108&ptid=amIgTZiB9plushNjl6WXhfiOQ==

COMPLAINT RESOLUTION

If there is a complaint from the building administrator, the substitute may be removed from the assignment and not be placed in another assignment until an investigation has been completed and the District's Human Resources Department has been informed of the situation. District reserves the right to restrict a particular substitute from working at a specific location and/or the District as a whole.

SOCIAL SECURITY CONTRIBUTIONS

District is NOT liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the Contractor during the period of this contract. Contractors are solely responsible for any claims made by their workers under the Fair Labor Standards Act.

AFFORDABLE HEALTH CARE ACT

The Contractor is responsible for tracking, monitoring, and reporting employment hours, complying with the Affordable Health Care Act for all substitutes, and paying health insurance costs.

BACKGROUND CHECKS

The successful bidder shall be required to conduct local, state, and national background checks for all personnel prior to being assigned work for the District. The local sheriff's office will conduct local checks; the state and national checks shall be conducted in accordance with the standards set forth by the Missouri Department of Elementary and Secondary Education (DESE). All costs associated with performing these background checks shall be the responsibility of the successful vendor. Failure to meet the standards for background checks set forth by Missouri DESE shall be cause for termination of contract.

SUBSTITUTE QUALIFICATIONS

Individuals must possess a substitute certificate or a valid Missouri teaching certificate from the Missouri Department of Elementary and Secondary Education (DESE) in order to substitute as a teacher.

All substitutes must pass the Family Care Safety Registry, satisfactorily pass local, state, and federal background checks, and meet any other requirements for employment in a Missouri public school system. All applicants must also complete the contractor application, including all work history and all arrests or conviction admissions.

REFERENCES

Bidders are required to submit a list of references from school districts currently being provided with substitute services for more than one school year. References must include the name, address, contact person, phone number, and length of contract to verify satisfactory performance. FAILURE TO DO SO WILL RESULT IN THE BIDDER NOT BEING CONSIDERED FOR AWARD. Unsatisfactory references may result in the bidder not being considered for award.

BILLING

Invoices will be accepted on a weekly basis via electronic submittal in a mutually agreed-upon format. Invoices are processed weekly and will be paid by the following Wednesday.

- Attach a sample invoice to this bid, and indicate format (i.e., Excel).
- Invoice detail shall include a separate record for each day of an employee absence.

WAIVER OF FEES

The contractor shall waive any fees if the District hires a substitute into any full- or part-time position within the district.

ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of the District. The contractor shall not assign payments under this contract or agreement without the prior written consent of the District.

The remainder of this page has been left blank intentionally

PART III: INSTRUCTIONS TO RESPONDENTS

COMPANY INFORMATION

See Submittal Guidelines Below

SUBMITTING A RESPONSE

In submitting a proposal, the Respondent agrees to provide the services outlined in the proposal according to the fee structure enumerated in the same proposal. The successful Respondent will provide a Service Contract for District approval which enumerates the terms of the agreement.

The District reserves the right to terminate the relationship with the Respondents at any time and for any reason. During the agreement, the District reserves the right to utilize the services of another firm if the District determines it is in its best interest.

Services shall commence as soon as possible after the District Board of Education approves the proposal with the successful Respondent and the District transfers files from the present firm, if necessary; the target date is the first of the month following Board of Education approval.

The response shall follow the outline in the Submittal Guidelines below 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 responses (proposals) 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 proposals or modifications to proposals will not be considered. The District is not responsible for lateness or 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.

BID PROPOSAL FORM

Item	Description	District Minimum Pay Rate	Mark Up %	Maximum Bill Rate
	Awarded all-or-none. Vendor must bid all items.			
	Substitute Teacher or Library Media Specialist	**$130/day**	_____**%**	$_____
	Long-Term Substitute Teacher/Library Media Specialist (Day 6 - retro day 1)	**$155/day**	_____**%**	$_____
	Substitute Paraprofessional	**$15/hour**	_____**%**	$_____
	Substitute Paraprofessional-Severe Needs	**$16.49/hour**	_____**%**	$_____
	Long-Term Substitute Paraprofessional	**$16.49/hour**	_____**%**	$_____
	Clerical Support	**$15/hour**	_____**% $**_____	
	Long-Term Clerical Support (Day 6 - retro day 1	**$16.49/hour**	_____**% $**_____	
	Substitute Nurse (RN or BSN)	**$25/hour**	_____**%** $_____	
	Long-Term Substitute Nurse (RN or BSN) (Day 6 - retro day 1)	**$30/hour**	_____**%** $_____	
	Daily Dispatched/Building Substitute Teacher	**$155/day**	_____**%** $_____	
	Daily Dispatched/Building Substitute Paraprofessional	**$16.49/day**	_____**%** $_____	

SUBMITTAL GUIDELINES

Cover Letter

- The cover letter is to be signed by an officer authorized to execute a contract with the district.

History and Structure

- When was your company established and how long has your company been providing substitute staffing services to school districts?
- What is your organizational structure?
- Who will be our contacts and are they local to the area? Please include city, state and hours of operation.
- How many school districts do you service? Please specifically identify whether the districts you service are rural, urban, or suburban districts. Please provide student enrollment numbers and number of employees covered for substitute services within those districts.
- Please provide references from schools or districts currently using your services.
- Provide all school districts you have done business with. Include term and length of contract.

Implementation

- Describe your implementation process, staffing and timeline and how long it takes.
- Is there an extra or separate cost for implementation?
- Please provide information on 2-3 recent implementations you have completed.
- Given the District's estimated absences, how many individuals would you need to employ to support this contract?

Recruiting, Screening and Hiring Process

- Describe your process for sourcing and identifying qualified substitutes.
- Describe your best recruiting strategies.
- Describe your hiring process for all substitutes.
- What forms of screening are administered in order to verify that a substitute has the necessary credentials in our District (e.g. fingerprinting, background checks)?
- Are you compliant with the requirement of using E-Verify?
- What considerations will you give for retired District teachers for job selection, if any?

Orientation and Training

- Describe your orientation and training processes for substitutes before they start.
- How are your substitutes made aware of District-specific policies and procedures?
- Do you provide your substitutes with opportunities for continuing education, such as online courses or professional development?

Assigning and Scheduling

- Explain the process of requesting a substitute.
- How are same-day or last-minute requests for a substitute handled?
- How do you ensure building exclusions?

System/Technology

- What scheduling system do you use? Is there an extra or separate cost for the District to have access to the scheduling system?
- What kind of reporting is available?
- What kind of training is available?

Quality Control Process

- Who will handle performance and employee relations issues with your substitute?
- Provide evaluation examples.
- How will you notify us of your progress?
- What reports and updates will be provided to the District?

Recognition and Retention Programs

- What types of benefits do you offer your substitutes?
- What recognition programs are in place for the incentive and retention of substitutes?

Billing, Reporting and Payroll

- What are your payroll, billing, and reporting capabilities?
- Provide a Certificate of Insurance.
- Pricing – Submit cost schedule for the positions in the RFP.
- Provide samples of all reporting requested in the RFP and any other reports you feel would be beneficial to the District.
- How do you ensure each billing submitted has all time in it for the previous work week?
- How do you handle late billing?

Cost and Fee Structure

- Vendors must include a breakdown of all proposed costs associated with the proposed solution and related services to be provided. Please identify all recurring costs beyond the first year for all proposed options. Please complete the Bid Proposal Form on Page 9 of 25 and include the completed form within your proposal

PART IV: REVIEW AND SELECTION PROCESS

SELECTION CRITERIA

All proposals will be evaluated on the following criteria:

- Prior comparable experience 0 – 30
- Conformance and suitability of proposal to specifications and purpose 0 – 30
- Responsiveness of the written proposal 0 – 20
- Cost and value proposition 0 – 20

Services will be awarded to the Vendor, judged by the District, submitting the best overall proposal in accordance with the specifications and all required documents. The District reserves the right to reject any and all proposals based upon its sole discretion. Any non-responsive proposals will not be considered for award.

While a significant factor, pricing will not be a dominant factor. Pricing will be particularly important when all the other evaluation criteria are relatively equal.

REVIEW PROCESS

Following the submittal deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Companies will be evaluated according to their response to the Request for Proposal. The committee may create a short list of Companies and may invite the selected Companies to a presentation. Should interviews be needed in order to determine an award, each team will be allowed 45 minutes for the interview and questions and answers. Thirty minutes will be allotted for transition between interviews. The order of the interviews will be determined by random selection. Companies will be limited to four team members at the interview. Those attending should be the team members who will be assigned to the project.

PART V: REQUIRED FORMS

FELONY CONVICTION NOTIFICATION

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:_____

Authorized Company Official's Name: (Printed) _____

Signature of Company Official:_____

Date:_____

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

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

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto 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 is participating in E-Verify with respect to its 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 printout (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM 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 _____, 20____.

_____
NOTARY PUBLIC

My commission expires:

INFORMATION TECHNOLOGY DATA INQUIRY FORM

Potential vendors who will be hosting or have access to District data must fill out this document. Should a potential vendor feel the question or requirement does not apply to their services, please indicate why in the response.

1. **Network Operations Center Management and Security**
    a. Does the Provider perform regular penetration testing, vulnerability management, and intrusion prevention?
    b. Are software vulnerabilities patched routinely or automatically on all servers?
    c. Are all network devices located in secure facilities and under controlled circumstances (e.g., where access is managed via ID cards, entry logs, etc.)?
    d. Are backups performed and tested regularly and stored off-site?
    e. How are backups secured? Disposed of?
2. **Data Storage and Data Access**
    a. Where will the information be stored and how is data "at rest" protected (i.e. data in the data center)?
        i. Will any data be stored outside the United States?
        ii. Is all or some data at rest encrypted (e.g., just passwords, passwords and sensitive data, or all data) and what encryption method is used?
    b. How is the data protected in transit? (e.g., TLS, SFTP, HTTPS)
    c. How will the information be stored? If the cloud application is multi-tenant (several districts on one server/instance) hosting, how is data and access separated from other customers?
    d. Are the physical server(s) in a secured, locked and monitored environment to prevent unauthorized entry and/or theft?
    e. Who has access to information stored or processed by the Provider?
    f. Does the Provider perform background checks on personnel with administrative access to servers and School System data?
    g. What is the Provider's process for authenticating callers and resetting access controls, as well as establishing and deleting accounts?
3. **Availability**
    a. Does the Provider offer a guaranteed service level?
    b. What is the backup-and-restore process in case of a disaster?
    c. What is the Provider's protection against denial-of-service attacks?
4. **Audits and Security Standards**
    a. Does the Provider give the School System the ability to audit the security and privacy of its records?
    b. Have the Provider's security operations been reviewed or audited by an outside group?
    c. Does the Provider comply with a security standard such as the International Organization for Standardization (ISO), and the Payment Card Industry Data Security Standards (PCI DSS) for specific types of data?
    d. Does the Provider comply with FERPA, HIPAA and COPPA data security standards?
5. **Data Breach, Incident Investigation and Response**
    a. The Provider must disclose any breaches of the system within 24 hours of verification.
    b. Describe your commitment and method to disclose any breaches of the proposed solution within 24 hours to the District.
    c. Will the Provider provide a clear explanation of any such incident, including providing documentation on the root cause, scope, mitigation and steps taken to ensure protections in the future?
    d. Describe what insurance policies are in place to protect the District against a potential data breach.

Signature Information Below

INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS FORM

Vendor Name:_____

Vendor Address:_____

Vendor E-mail Address:_____

Vendor Telephone:_____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official:_____

Date:_____

PART VI: SERVICES CONTRACT

Below is the formal services contract, which includes all governing terms and conditions, that shall be duly executed between the district and awarded Vendor upon formal award of services 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 in the returned proposal package for review by the District.

SERVICES CONTRACT
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 ("LPSD" or "Liberty Schools") and CONTRACTOR ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: _____

Representative's 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 Service 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.**

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 and 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

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 45 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. The 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 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 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 inure 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 fifteen 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.

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.

e. 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 to 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 14 and 15 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 the 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 audits, examinations, 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 is 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 is 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: No drugs or alcohol on any District sites. Will be 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 person 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 the District.

25. **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.

26. **Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (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.

27. **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 the District showing proof of coverage.

b. 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 $1,000,000 for each incident, or occurrence.

c. 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 $1,000,000 for each incident, or occurrence.

d. 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.

e. 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.

f. 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 attach a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

28. Waiver and 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.

29. 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 identity; 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.

30. 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 Contract, including but not limited to information concerning the students and employees of LPSD, 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 LPSD and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting LPSD or with the written permission of LPSD or when required by law.

31. **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.

32. **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.

33. **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.

34. **Entire Contract.** 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.

35. **Notices.** All notices or demands are deemed 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's 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/contractor I represent and agree to be bound by its terms.

CONTRACTOR

CONTRACTOR: _____

ADDRESS: _____

_____

Signature

_____

Representative: Printed Name & Title

_____

Date

DISTRICT

LIBERTY PUBLIC SCHOOL DISTRICT
8 VICTORY LANE
LIBERTY, MO, 64068

_____

Steve Anderson

Chief Operations Officer

_____

Date