



Park Hill School District

Building Successful Futures • Each Student • Every Day

REQUEST FOR PROPOSAL

MOVING SERVICES

NOTICE

The Park Hill School District (District) will accept proposals for Moving Services as described in the attached request. Qualified organizations (Respondent) are invited to submit three (3) copies of a proposal as described herein.

PROPOSAL SHALL BE LABELED

“PROPOSAL - MOVING SERVICES”

AND ADDRESSED TO:

Jim Rich, Director of Operations
Park Hill School District
8500 NW Riverpark Drive, Pillar 116
Parkville, MO 64154

PROPOSAL MUST BE RECEIVED BY:

2:00 PM CST, FRIDAY, SEPTEMBER 6, 2019

Questions may be directed to Jim Rich

Phone: 816-359-6477

Email: richj@parkhill.k12.mo.us

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PARK HILL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

MOVING SERVICES

CERTIFICATION FORM

The Park Hill School District (District) will accept proposals for Moving Services as described in the attached request. Qualified organizations (Respondent) are invited to submit three (3) copies of a proposal as described herein.

PROPOSALS SHALL BE LABELED

“PROPOSAL- MOVING SERVICES”

AND ADDRESSED TO:

Jim Rich, Director of Operations
Park Hill School District
8500 NW Riverpark Drive
Pillar 116
Parkville, MO 64152

PROPOSALS MUST BE RECEIVED BY:

2:00 PM CST, FRIDAY, SEPTEMBER 6, 2019

The Park Hill 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

City/State/Zip

Signature

Telephone #

Fax #

Date

Tax ID#

E-Mail

Entity Type

PART 1: INTRODUCTION

PURPOSE

The Park Hill Schools (“PHSD”) is requesting proposals from a qualified Moving Company to provide complete Moving Services for Technology Warehouse, Support Services Warehouse, and Centralized Processing Warehouse.

District Mission: Through the expertise of an engaged staff, the Park Hill School District provides a relevant education in a safe, caring environment to prepare each student for success in life.

District Vision: Building successful futures – Each Student – Every Day

Core Values: Student Focus – Integrity – High Expectations – Continuous Improvement – Visionary Leadership – Equity

For more information about the District, visit our website www.parkhill.k12.mo.us

INFORMATION ABOUT THE DISTRICT

Park Hill Schools encompasses 73 square miles of Southern Platte County, Missouri, in the Northland region of Kansas City Metropolitan Area. There are eight cities and towns that are partly or entirely within the district boundaries, including Parkville, Riverside, Weatherby Lake, Platte Woods, Lake Waukomis, Houston Lake, Northmoor and Kansas City, Missouri. The district serves more than 12,062 students in preschool through 12th grade. The district has seen rapid growth over the past 12 years; so much, in fact, that it has become one of the fastest growing school districts in the state. Park Hill School District has 10 elementary schools, four middle schools, two high schools, an alternative secondary school, and an early childhood center. Park Hill Schools is fortunate to have such a supportive, caring community who values education and opportunities given to our learners.

Enrollment, October 2018	Early Childhood Center	445
	Elementary	5,275
	Middle School	2,673
	High School	3,669
	TOTAL	<u>12,062</u>

TIMELINE FOR PROCESS

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by this schedule, however, it is subject to change if necessary.

Request for Proposals Issued	Monday, August 5, 2019
Mandatory Pre-Bid Meeting	Tuesday, August 20, 2019 at 2:00pm CST
Proposals due	Friday, September 6, 2019 by 2:00pm CST
Proposed Recommendation to Board	Thursday, September 24, 2019
Proposed Notice to Proceed	Thursday, October 10, 2019

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.

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PART II: SCOPE OF SERVICES

SCOPE DETAIL

The Park Hill Schools (“PHSD”) is requesting proposals from a qualified Moving Company to provide complete Moving Services for Technology Warehouse, Support Services Warehouse, and Centralized Processing Warehouse.

- 1. Technology Warehouse – 7751 NW Prairie View Road, Kansas City, MO 64151**
- 2. Support Service Warehouse – 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152**
- 3. Centralized Processing Warehouse – 6501 NW 72nd Street, Kansas City, MO 64151**

All of the above address will be moving to one new facility at 9501 N. Seymour Ave, Kansas City, MO 64153

All warehouse items will be packed by the moving services company.

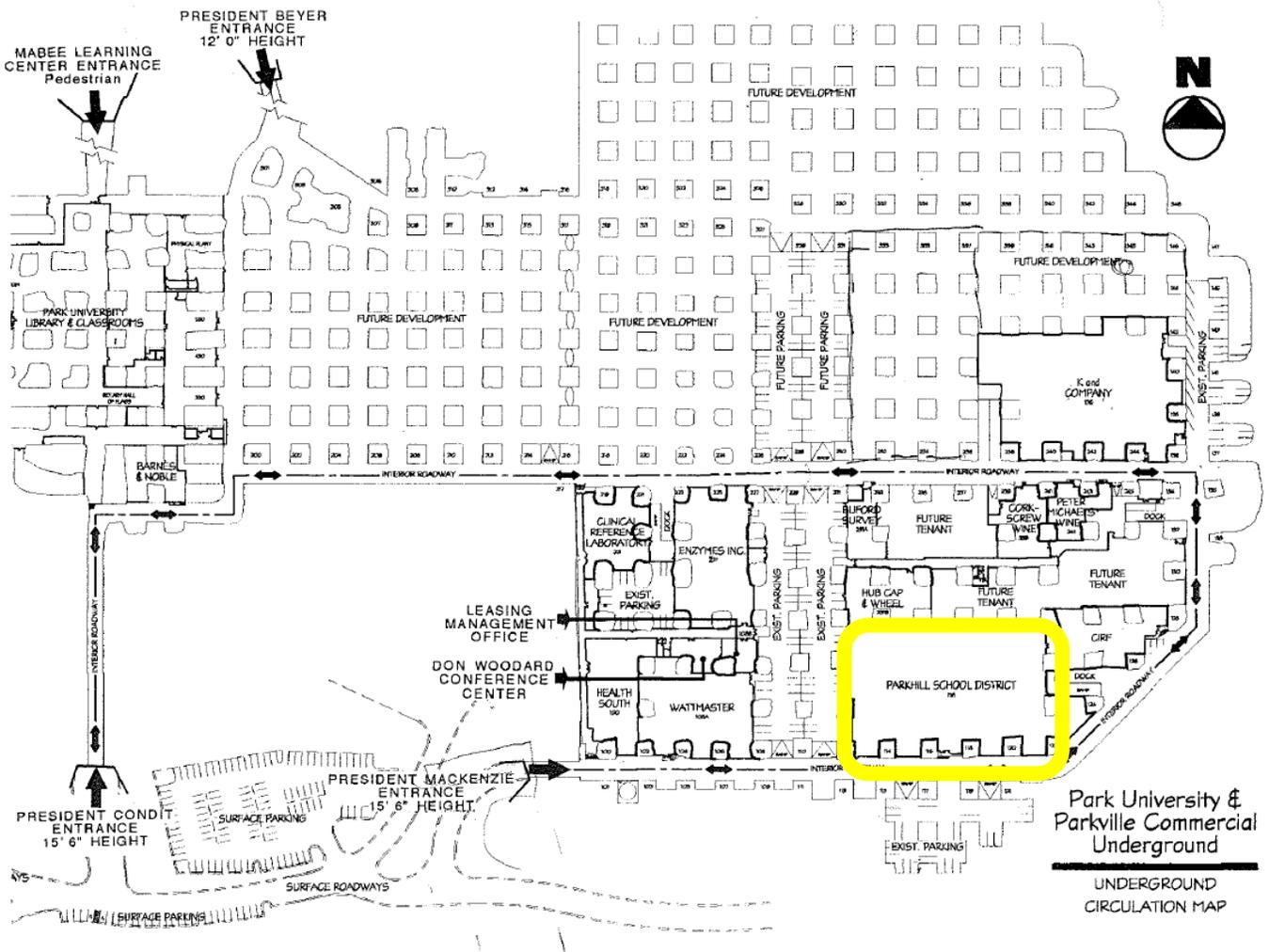
We are requesting that moving services begin on Monday, December 2, 2019 starting at the Technology Warehouse 7751 NW Prairie View Road, Kansas City, MO 64151

The awarded moving services company will provide an individual who will manage all communications, scheduling and coordination of moving services. The coordinator will review the existing District location to evaluate the scope of the move. The Moving Company shall manage their resources in order to minimize any costs that may occur due to excess material usage, man-hours for waiting and detaining truck or staffing resources. There will be no charges for Moving Company’s employees to and from the move site. After the move, the Moving Company’s representative shall conduct a punch list walk with the District representative to close out the project.

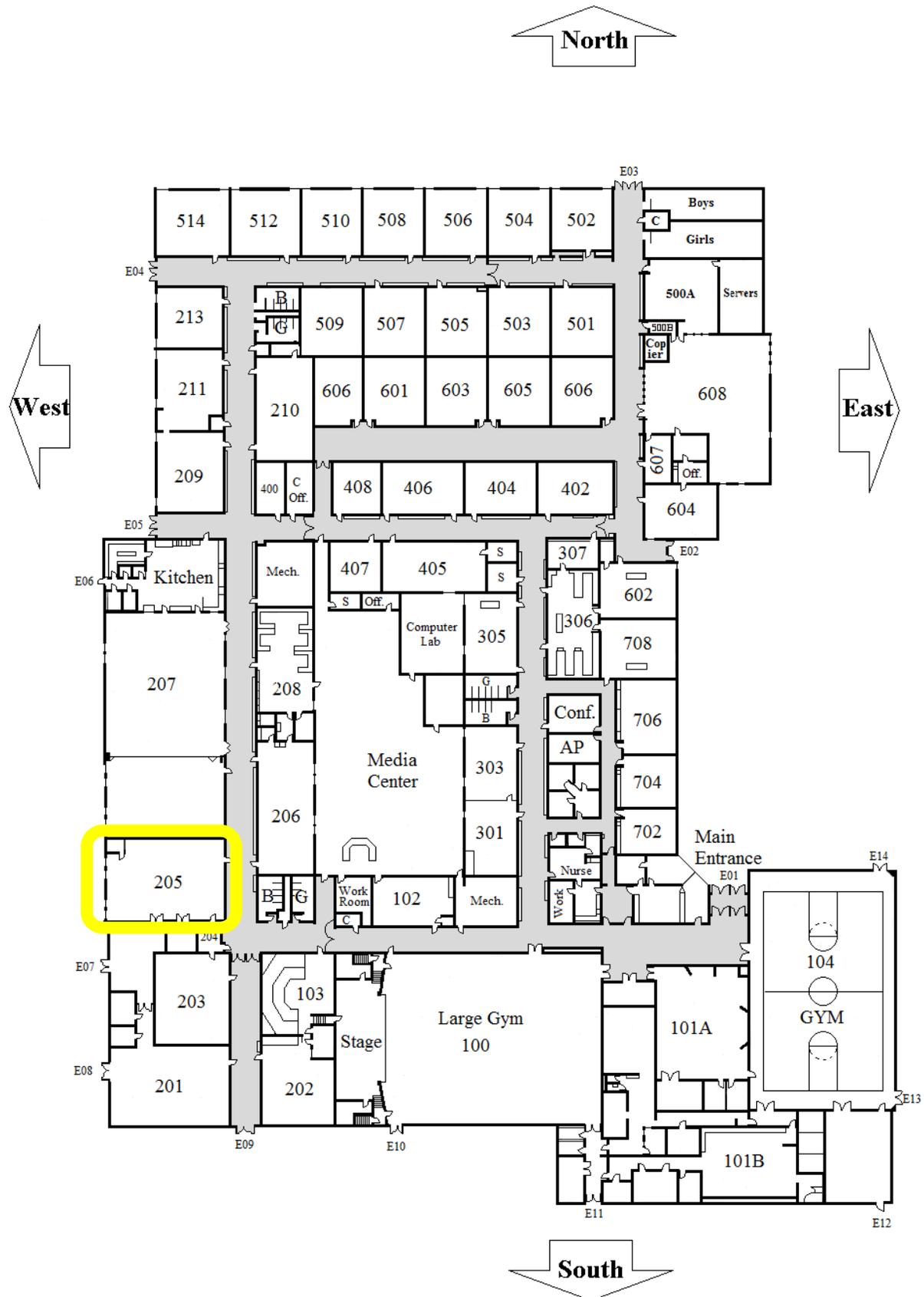
Mandatory Pre-Bid Meeting: A pre-bid walk through will be held at Support Services on Tuesday, August 20, 2019 at 2:00 PM. Support Services, 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152. We will start with walking the Support Service Warehouse. We will then walk Centralized Processing Warehouse then Technology Warehouse.

The point of contact for this walk through is Jim Rich, Director of Operations, 816-359-6477 or richj@parkhill.k12.mo.us

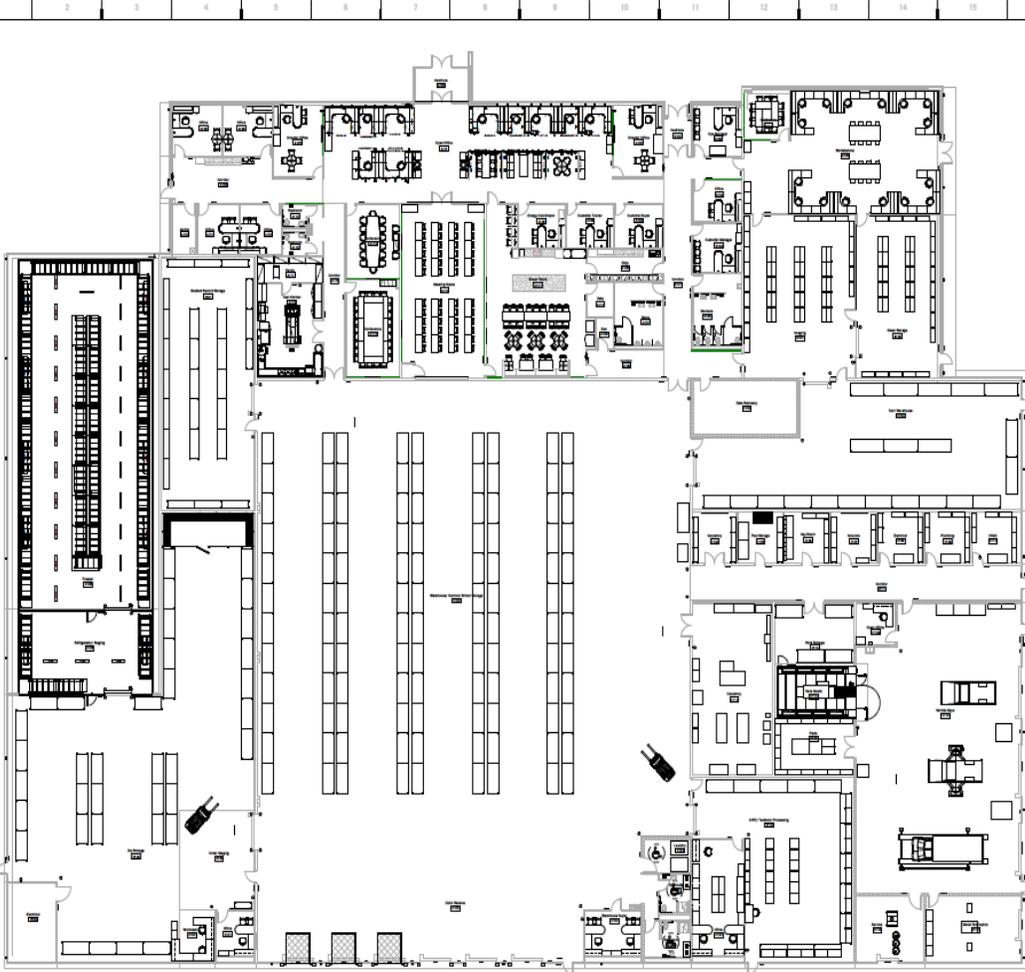
Support Services Map



Centralized Processing Warehouse Map



New Warehouse Map



SHEET KEYNOTE LEGEND

1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100



Van Meter Engineering
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100

Smith & Sawyer
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100

Fabrics Food Service Equipment
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100
 1000 Millage Hwy, Kansas City, MO 64110
 816.452.1100

PARK HILL SUPPORT SERVICES CENTER
 Park Hill School District
 North 54th Street
 Kansas City, MO 64113



REV. 10/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 10/10/10

A700

A1 Scale: Overall FFE Plan - SSC Level 1
 1/8" = 1'-0"

OVERALL FURNITURE FLOOR PLAN - SSC MAIN LEVEL

SPECIAL CONDITIONS

1. The bid will require a pre-bid meeting with a District representative from the Operations Department. Prior to the moves the Moving Company will be responsible for physically inspecting the site and related building areas at origin and destination, including access to and from streets and/or loading docks to gather all pertinent logistical information concerning the relocation. A written proposal will be prepared by the Moving Company detailing the number of man-hours, per classification, required to complete the project, a list of materials and their cost and the time frame recommended to complete the project. The Moving Company will receive authorization from the District representative and a signed purchase order will be issued prior to the commencement of any work.
2. The Moving Company's assigned Project Manager(s) and/or assigned Supervisor(s) will be present on-site during relocation activity. All moving crews shall be uniformed or wear identification while on District property.
3. The Moving Company will provide portable communications between its crew during all move activities, and if required, provide portable communication devices for District representatives.
4. The Moving Company will make arrangements to have its offices, equipment yards and dispatchers accessible during the move to provide additional staffing and equipment, if needed. This includes weekends and swing shift hours when applicable to each project. Move days and hours are to be determined by the District Representative.
5. Tasks to be completed may include, but not be limited to, the following:
 - a. Establishing and maintaining relationships with the District representative
 - b. Interpreting and timely responding to all laws, regulations and restrictions where work is being performed.
 - c. Prior to moves, measuring elevator and stairwell access where necessary.
 - d. Prior to all moves, ensuring type-carts, gondolas, speed packs, etc. are correct size to accommodate all sizes of equipment and materials
 - e. Prior to all moves, ensuring all equipment and type-carts, gondolas, speed packs, etc. will fit into all elevators and stairwells where necessary.
 - f. Prior to all moves, measuring building overhangs entrances and exits.
 - g. Prior to all moves, ensuring all trucks and equipment will fit into building overhangs, entrances and exits.
6. The Moving Company will provide, install and remove full protection of Administrative Offices, lobbies, corridor floors, classroom walls, systems furniture, doorways, elevators, and any other walls/areas requiring protection with taped Masonite boards and/or other protections at point of origin and final destination. The Moving Company shall be liable for any damage caused by installation or removal of building protection.
7. The Moving Company shall ensure that floor protection is in place prior to placing any move carts, dollies and/or speed packs onto the new finished surfaces. Protection shall ensure that no dents or streaks occur on the new floor finish at the completion of the move services.
8. The Moving Company will remove all cartons and move related debris from the site.
9. The Moving Company shall verify the accurate placement of all items moved to a particular destination prior to leaving the job during the move period. This may also require the verification of the accurate placement of equipment at the conclusion of the equipment phase and before the general move. The Operations Department representative and/or his designee(s) will perform the final walk-thru with the Moving Company's Foreman/Supervisor. The Moving Company shall provide a Punch List Crew for this task as Directed by the District representative.

PART III: REVIEW AND SELECTION PROCESS

SELECTION CRITERIA

The evaluation of proposals will be based on the following criteria:

- Knowledge and experience of key staff
- Availability of key staff personnel and resources
- Experience and demonstrated competence on similar projects
- Demonstrated understanding of project scope of District's primary objectives
- Fees and other related costs

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 IV: PROPOSAL SUBMITAL GUIDELINES

A. Cover Letter

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

B. General Qualifications

Provide a summary of the Vendor's qualifications demonstrating expertise, understanding and ability to accomplish the District's primary goals (scope of service); and general information about the vendor to include location of office(s), years in business and areas of expertise. Include the length of time the vendor has been in business under the present name and structure, any other names under which the vendor has done business, dates it operated under each name, and the locations at which it operated under each name. Also, provide a brief description of three (3) projects which involved a similar scope of services performed in the last five (5) years by the key staff.

C. Key Staff

Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff to be assigned to this project. Include a proposed project management structure and organizational chart. Identify any portion of the scope of work that would be subcontracted. Include sub-contractor qualifications (brief) and key personnel with resume. The District reserves the right to approve or reject all contractor's internal staff performing contracted services, or sub-contractors proposed by the Vendor.

D. Project Specific Approach

Vendor shall more thoroughly describe an understanding of the project and describe the proposed approach. Within this section, the Vendor shall expand on the scope of services, if appropriate, to accomplish the overall objective of the project, and provide suggestions which might enhance the results. Generally, indicate what you are going to do, how you are going to do it, and why you are the best vendor to provide these solutions.

E. References

Vendor shall provide a list of three (3) references and any sub-contractors, including the names, addresses, and telephone numbers of recent clients, preferably other public agencies for which Vendor has done similar work. Include a list of specific projects associated with each reference; date work was performed, cost and key personnel involved.

F. Fee Schedule

Please provide a detailed Rate Schedule that explains all hourly rates for all services that shall commence at the time of arrival at the District job site and end at the time of District site departure.

Please provide a detailed Service Costs Schedule (if applicable). Separately, identify any and all services your firm can provide that is not listed on your Rate Schedule. Your Rate Schedule should describe the services and costs and represent your proposed rate structure tailored to this request. The cost information provided with this bid will become part of the master agreement.

Please detail all Miscellaneous Costs. These should include unit costs for Boxes/Each, Carts/Rental/Day, Bins/Week, Shrink Wrap/Roll, Tape/Roll, Gondolas, Book Carts, Speed Packs, Dollies, Bubble Pack, Moving Labels, etc.

Please provide an estimated total cost of the project.

Please provide a total amount that will not be exceeded (see item 5 on page 17).

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: _____ Fax Number: _____

Authorized Company Official’s Name: (Printed) _____

Signature of Company Official: _____

Date: _____

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

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

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver 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)

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:

PART VI: SERVICE CONTRACT

Below is the formal services contract, which includes all governing terms and conditions, that shall be dually 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 District.



**SERVICES CONTRACT
Between
PARK HILL SCHOOL DISTRICT
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 Park Hill School District, Parkville, MO 64152 (“PHSD” or “Park Hill 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.**

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.
3. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in the Request for Proposal issued on August 5, 2019 (attached hereto as Exhibit A; *see* Part II, Scope of Services).
4. **Contract Documents.** This Contract consists of these Terms and Conditions, as well as the terms of the Request for Proposal issued on August 5, 2019. In the event of a conflict between these Terms and Conditions and the Request for Proposal, these Terms and Conditions shall take precedence.
5. **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. 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.

6. 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 14 (Early Termination), District shall pay Contractor as follows:
 - i. If District terminates this Contract for its convenience under Section 14 (a) or 14 (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 14 (c) or 14 (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 14 (c) or 14 (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.

7. **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.

8. **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.

9. **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.

10. **Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
11. **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.
12. **Other Contractors.** 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.
13. **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.
14. **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 14 (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 Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
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 Park Hill 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 PHSD 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 PHSD and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting PHSD or with the written permission of PHSD 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 Platte County, Missouri.

- 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

PARK HILL SCHOOL DSITRICT
 7703 NW BARRY RD.
 KANSAS CITY, MO 64153

 Signature

 Signature

 Contractor Printed Name and Title

 Date

 Date