REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE*

Solicitation Number: **2027-032**

Solicitation Title: CDL Training

Release Date: November 23, 2026

Final Date and Time for Inquiries: November 30, 2026 at Noon Local Time

Proposal Due Date and Time: December 7, 2026 at 3:00 PM Local Time

Shortlist Announced for Oral Interviews**: December 10, 2026

Oral Interviews** (if necessary): week of December 21, 2026

Target City Council Award Date: TBD

Anticipated Agreement Start Date: March 1, 2027

Procurement Officer: DeeDee Tschirhart | deedee.tschirhart@cityofls.net | 816-969-1087

* The City of Lee's Summit reserves the right to amend the solicitation schedule as necessary.

** In the event that a Supplier cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

Any amendment to or deviation from the City's Standard Terms and Conditions may lead to your bid being rejected as non-responsive to this RFP.

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SECTION A

I. RFP PROCESS; AWARD OF AGREEMENT

1.1. Purpose; Scope of Work. The City of Lee's Summit (the "City") is issuing this Request for Proposals ("RFP") seeking proposals ("Proposals") from qualified, licensed Suppliers ("Suppliers") interested in providing CDL Training (the "Service"), as more particularly described in Section B, "Scope of Work" of this RFP. In accordance with the City's Procurement Policy, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2. Preparation/Submission of Proposal. Suppliers are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. Any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications shall be considered as "irregular" or "non-responsive" and rejected. Unauthorized conditions, limitations, or provisions shall also be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:
   i. Supplier does not meet the minimum required skill, experience, or requirements to perform or provide the Services;
   ii. Supplier has a past record of failing to fully perform or fulfill contractual obligations;
   iii. Supplier cannot demonstrate financial stability; or
   iv. Supplier's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal. Proposals may be submitted (i) via a hard copy to the City at the Procurement and Contract Services, City of Lee's Summit City Hall, 220 Southeast Green St., Lee's Summit, MO 64063 OR (ii) electronically via www.PublicPurchase.com. Responses submitted on paper, if allowed, shall be sealed and clearly marked with the RFP title, number and Procurement Officer's name on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed envelope. If responses are dropped off in City Hall, Bidder should drop off the sealed bid at the Treasury counter and obtain a receipt showing their response was delivered prior to the opening date and time. Hard copy responses and electronically submitted responses via Public Purchase, shall remain sealed until the solicitation Deadline.

C. **Required Submittal**. The Proposal shall address the RFP criteria, Forms 1, 2, 3, 4, 5, and 6, Supplier Information Form, including the materials necessary to address program understanding, general information, photos, tables, graphs, and diagrams). Proposal shall include a proposed project schedule. Each Proposal shall be submitted with the following documents:
   i. Proposals shall be submitted with a signature by a person authorized to bind the Supplier.
   ii. Supplier Information Form shall be submitted with a signature by a person authorized to bind the Supplier.
   iii. FORM 1 - Project Approach Narrative.
   iv. FORM 2 - Supplier Profile
   v. FORM 3 - Key Outside Consultants/Subcontractors, if applicable
   vi. FORM 4 - Experience/References
   vii. FORM 5 - Resumes of Key Personnel and Certifications (if any).
   viii. FORM 6 –Pricing should be included on the attached Price Form in addition to Supplier's quote, if provided.
   ix. Acknowledgment page (signed) confirming receipt of any Addendum(s) to the RFP.

D. Supplier Responsibilities. Suppliers shall examine the entire RFP and seek clarifications, if needed, prior to posted time for final inquiries. Suppliers shall check all responses for accuracy before submitting a Proposal and submit before the Proposal Due Date and Time. Late Proposals will not be considered. A Supplier submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittal. All Proposals submitted via Public Purchase shall remain sealed until after the Proposal Due Date and Time. Hard copy submittals shall be sealed and clearly marked with the RFP number, title and Procurement Officer's name on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. If proposals are dropped off in City Hall, Bidder should obtain a receipt showing their proposal was delivered prior to the opening date and time. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed oridentified.

F. Address. Samples and proposals submitted on paper, if allowed, shall be directed to the following address: Procurement and Contract Services, 220 Southeast Green Street, Lee's Summit, Missouri 64063, or hand-delivered to the 1st Floor, North End, Cashier/Treasury Counter. E-mail proposals will not be considered.

G. Pricing Errors. If a price error is made in the extension of prices in the Proposal, the Unit Price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Supplier (or designated representative) may amend or withdraw its Proposal on Public Purchase. E-mail Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date andTime.

1.3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. The Supplier is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4. Inquiries; Interpretation of Specifications; Scope of Work.

A. **Inquiries**. Any question related to the RFP, including any part of the Specifications, Scope of Work, or other Agreement Documents, shall be submitted only via Public Purchase before the Final Date and Time for inquiries using the Questions section for the RFP on Public Purchase. Questions unrelated to the RFP may be directed via email to the Procurement Officer whose name appears on the cover page of this RFP. Hand-delivered, mailed, verbal, or telephone inquiries directed to City staff **will NOT be answered**. Within five (5) business days following the Final Date and Time for Inquiries, unless otherwise extended, listed on the cover page of this RFP, answers to questions received will be posted in the Question and Answer section on Public Purchase. If an answer to a question results in a change or clarification to the specifications, the City will issue an Addendum via Public Purchase. Supplier is responsible to view Public Purchase to find answers to submitted questions. Failure to look at Public Purchase does not excuse Supplier's failure to comply with any requirements of the RFP. The City will not respond to inquiries submitted after the Final Date and Time for Inquiries. Any interpretations or corrections of the RFP will be made only by addendum(s) duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations.

B. Pre-Proposal Conference. If the City has scheduled a Pre-Bid Conference for this RFP, the date and time of such conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Bid Conference is designated as mandatory, failure to attend shall render that Supplier's Proposal non-responsive. Suppliers are strongly encouraged to attend any Pre-Proposal Conference offered. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

1.5. Addendum. It shall be the Supplier's responsibility to check for addendum(s) issued to this RFP. Any addendum issued by the City relating to this RFP will be available on Public Purchase, the City's e-procurement website.

1.6. Public Record. All Proposals shall become the property of the City. After Agreement Execution, Proposals shall become public records and shall be available for public inspection in accordance with the City's Procurement Policy and the

Missouri Sunshine Law, except that any portion of a Proposal that was designated as Confidential pursuant to Section 1.7 below shall remain confidential from and after the time of Agreement Execution to the extent permitted by Missouri law.

1.7. Confidential Information. If a Supplier believes that a Proposal, Specification, or protest contains information that qualifies as a closed record pursuant to Chapter 610, RSMo., Supplier shall submit a written statement, including the supporting legal citation, advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Supplier as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Supplier, in writing, of such determination.

1.8. Supplier Licensing and Registration. The awarded Supplier shall secure and maintain all applicable licenses and registrations imposed by law, regulation, or ordinance and pay all charges and fees, which shall include valid registration with the Missouri Secretary of State (if applicable) and a current City Business License. Before issuance of an Agreement to the successful Supplier, proof of the licenses (i.e. copy of the paid receipt or the actual license) shall be provided to the Procurement Officer. It shall be the responsibility of the successful Supplier to contact the Development Center, (816) 969-1220, https://cityofls.net/development-services/doing-business/business-and-Supplier-licensing, for information to obtain business licenses.

1.9. Certification. By submitting a Proposal, the Supplier certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of any law, regulation, order, or ordinance, including Federal Executive Order 11246, as amended.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Agreement. In the event that the resultant Agreement is canceled pursuant to a violation of a certification, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Supplier an amount equal to 150% of the gratuity. Supplier may be debarred from further participation in the City.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False Statement. The signature on the Proposal and the Supplier Information Form is genuine. Failure to sign the Proposal and the Supplier Information Form, or signing either with a false statement, shall void the submitted Proposal and any resulting Agreement, and the Supplier may be debarred from further participation in the City.

F. Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Services Agreement including the Scope of Work and other Exhibits. If material reservations to language, Supplier should note that in their Proposal.

1.10. Award of Agreement.

A. Selection. A selection committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened after the designated date and time on the cover page of this RFP. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Supplier whose Proposal is determined to be the most advantageous and best meets the overall needs of the City. After the City has entered into an Agreement with the successful Supplier, the successful Proposal less any information marked Confidential and the cumulative scoring documentation shall be open for public inspection upon request.

B. Line-Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Suppliers who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Supplier will be required to execute the City's Agreement in a form acceptable to the City Attorney. A proposed sample Services Agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Supplier, the City may then negotiate with the second, then third, highest-scoring Supplier until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to (1) waive any immaterial defect informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Supplier returning a Proposal may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Policy.

1.11. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Supplier's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Supplier has signed, and the City has approved, a Services Agreement between the City and the Supplier in the form acceptable to the City Attorney. A proposed Services Agreement is included herein.

1.12. Required Agreement Documents. Awarded Supplier(s) shall provide the following applicable documents within ten (10) days after the City issues Notice of Award. The City shall not execute the Services Agreement until all of the documents are received.

A. Final Negotiated items;
B. Certificate from Secretary of State with Missouri Charter Number or Exemption Number;
C. City of Lee's Summit Business License;
D. Certificate of Insurance naming the City of Lee's Summit and **complete endorsement documents** for the endorsements required in Section 12 "Insurance" of the Services Agreement;
E. Completed Supplier Information form and current W-9;
F. E-verify Signature Page; and
G. Work Authorization Affidavit.

II. PROPOSAL FORMAT; SCORING

Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with the highest ranked Suppliers based upon the Proposal submittal scoring.

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: (1) a review and evaluation of all responsive proposals and (2) the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals
Members of the Selection Committee will review and score each responsive proposal based on the criteria identified in **Attachment I** to this RFP.

The Proposal Score Sheet for the evaluation of the proposals is included as Attachment I of this document.

The Selection Committee may request additional submittals. Scores identified on the Proposal Score Sheets submitted by the Selection Committee will be utilized to create a Composite Score Sheet.

The Project Manager and Selection Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one Supplier identified as the highest scoring Supplier based on overall composite score results. If it is determined by the Project Manager and Selection Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process. If the City is unable to successfully negotiate an agreement with the highest ranked Supplier, the City will terminate negotiations with such Supplier and may begin negotiations with the next highest ranked Supplier.

Step Two: Short List Interviews
The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Selection Committee. Oral interviews may be conducted in order to make a final determination of the top scoring Supplier if the City determines interviews are necessary.

Upon selection of the top scoring Supplier, the City may negotiate the final scope of work, specifications, conditions and terms of the agreement including cost.

SECTION B

SCOPE OF WORK FOR SERVICES

The successful vendor shall provide comprehensive commercial driver training to City of Lee's Summit employees seeking to obtain a Class A or Class B Commercial Driver's License (CDL). Training shall include classroom/theory instruction, hands-on vehicle operation, skills development, and preparation for the Missouri CDL examinations.

8.1. Regulatory Compliance

1. The vendor shall comply with all applicable Federal, State of Missouri, and local laws and regulations governing commercial driver training and licensing.
2. The vendor shall be listed on the Federal Motor Carrier Safety Administration (FMCSA) Training Provider Registry (TPR) and authorized to provide the applicable Entry-Level Driver Training (ELDT) curriculum.
3. The vendor shall maintain all applicable Missouri licenses, certifications, registrations, or authorizations required to provide commercial driver training. If exempt from any applicable state certification requirement, the vendor shall provide documentation establishing the exemption.
4. All applicable ELDT shall comply with 49 CFR Part 380, including:
    - Appendix A – Class A CDL Training Curriculum.
    - Appendix B – Class B CDL Training Curriculum, when applicable.
    - Applicable requirements of Subparts F and G governing entry-level driver training and training provider registration.
5. The vendor shall comply with applicable provisions of 49 CFR Part 383 governing commercial driver licensing, testing, classifications, and endorsements.
6. The vendor shall ensure that all required training is completed, assessed, documented, and electronically reported to the FMCSA Training Provider Registry in accordance with 49 CFR 380.715, 380.717, and 380.725, as applicable.
7. The vendor shall maintain its registration on the FMCSA Training Provider Registry throughout the duration of the contract and notify the City if its registration, authorization, or eligibility to provide training changes.

8.2 Minimum Vendor Qualifications and Experience

1. The vendor must meet the following minimum qualifications to be considered for award of this contract. Proposals that do not demonstrate compliance with these requirements may be deemed non-responsive.
2. The vendor must have provided commercial driver's license (CDL) training to no fewer than 100 students during each of the previous two calendar years. The proposal must identify the number of students trained during each year.
3. During the previous 12 months, the contractor must have provided CDL training services to at least 10 different governmental organizations. Eligible organizations include cities, municipalities, counties, public utilities, and other governmental agencies.

The contractor must provide a list identifying each organization, including:

- Name of the city, municipality, county, public utility, or governmental agency.
- Location of the organization.
- Brief description of the CDL training services provided.

4. The contractor must provide its overall first-attempt CDL skills test passing rate for the previous 12 months for students who received training through the contractor.

The proposal must identify:

- Total number of students who took a CDL skills test.
- Number of students who passed the CDL skills test on their first attempt.
- Overall first-attempt passing rate, expressed as a percentage.

The passing rate must be calculated using the number of students who passed on their first attempt divided by the total number of students tested. The contractor should provide separate passing rates for Class A and Class B training, if available.

The City reserves the right to verify the information provided, contact listed governmental organizations and request additional documentation to confirm the contractor meets these minimum qualifications.

8.3 Instructor Qualifications

1. The vendor shall provide qualified theory and behind-the-wheel (BTW) instructors who meet the applicable requirements of 49 CFR 380.605 and 380.713.
2. BTW instructors shall meet the applicable CDL class, endorsement, experience, and State qualification requirements established under 49 CFR 380.605. Instructors providing public road training shall possess a valid CDL of the same or higher class, with all endorsements necessary to operate the training vehicle.
3. Instructors providing BTW range-only training may qualify under the applicable exception in 49 CFR 380.605, provided all requirements of that exception are met.
4. Theory instructors shall meet the applicable qualifications established under 49 CFR 380.605. Online theory training providers shall comply with applicable FMCSA requirements for online instruction.
5. The vendor shall provide qualified instructors throughout the duration of the training program.

8.4 Training Curriculum and Scope of Services

The vendor shall provide all necessary curriculum, instructional materials, and training necessary to prepare employees to obtain the requested CDL classification.

Training shall include, as applicable:

1. Classroom/Theory Instruction: Theory instruction may be provided through traditional in-person classroom instruction, instructor-led online instruction, or an approved online ELDT training program. The City will permit online ELDT training to be substituted for in-person classroom/theory instruction, provided the online program meets all applicable FMCSA requirements and is provided by an FMCSA-registered training provider authorized to provide the applicable training.
2. Online theory instruction shall cover all applicable FMCSA ELDT curriculum requirements for the requested CDL classification, including the applicable Class A, Class B, or Class A upgrade curriculum. The training provider shall administer the required theory assessment, and the student must achieve the minimum required score of 80 percent to demonstrate proficiency.
3. The vendor may utilize a separate FMCSA-registered training provider to deliver online theory instruction. In such cases, the vendor shall coordinate the training and ensure that all required training completion records are properly submitted to the FMCSA Training Provider Registry.
4. The vendor shall provide instruction and preparation for applicable Missouri CDL knowledge examinations, including general knowledge, combination vehicles, and air brakes, as applicable.
5. The vendor shall provide instruction and preparation for the tanker (N) endorsement knowledge examination. Although tanker endorsement preparation is not a separate FMCSA ELDT curriculum requirement, the vendor shall provide appropriate study materials and instruction to prepare the employee for the applicable Missouri knowledge examination.
6. The vendor shall provide hands-on BTW range training, including vehicle inspections, backing maneuvers, coupling and uncoupling, and other skills required for the Missouri CDL skills examination.
7. The vendor shall provide hands-on BTW public road training to develop safe vehicle operation, hazard recognition, shifting, turning, stopping, lane positioning, and other skills required for the CDL skills examination.
8. Online instruction shall not be substituted for required BTW range or public road training. All required BTW training must involve actual operation of the appropriate commercial motor vehicle.
9. Training shall be sufficient to prepare the employee to successfully complete the applicable Missouri CDL examinations.

10. Vendor shall set up appointment and accompany employee to the DMV test site the day of the driving test.

The requested CDL classification will be determined by the City and may include:

- Class A CDL with tanker (N) endorsement and no air-brake restriction.
- Class B CDL with no air-brake restriction.

8.5 Student Assessment and Training Plan

1. When requested and prior to beginning instruction, the vendor shall conduct an assessment of each employee's existing commercial driving knowledge, experience, and operating skills.
2. Based on the assessment, the vendor shall provide the City with a written training plan identifying:
    - Recommended online ELDT theory instruction hours, if applicable.
    - Recommended in-person classroom/theory instruction hours, if applicable.
    - Recommended BTW range training hours.
    - Recommended BTW public road training hours.
    - Recommended tanker endorsement preparation hours.
    - Training topics and objectives.
    - Estimated training schedule and anticipated completion date.
    - Total estimated cost, including all training materials, online course fees, and additional fees or expenses.
3. Training hours shall be based on the employee's experience and demonstrated proficiency. The vendor shall explain any recommended adjustments to the estimated training hours.
4. The vendor shall provide periodic progress updates to the City and notify the City's designated representative if additional training is recommended beyond the originally approved plan.
5. Additional training or costs beyond the approved training plan must receive prior written authorization from the City.

8.6 Training Completion and Documentation

1. The vendor shall maintain attendance and training records for each employee, including online and in-person theory instruction and BTW training, as applicable.
2. The vendor shall provide the City with a summary of completed training hours, assessment results, and the employee's readiness for the CDL skills examination.
3. The vendor shall electronically report all applicable ELDT completion information to the FMCSA Training Provider Registry.
4. The vendor shall provide reasonable guidance regarding the Missouri CDL testing process, including applicable knowledge examinations, Commercial Learner's Permit (CLP) requirements, and skills testing.
5. The vendor shall not represent an employee as having successfully completed training or being ready for testing unless the employee has demonstrated the required knowledge and operating proficiency.

8.7 Training Scheduling and Location

1. The vendor shall coordinate training schedules with the City's designated representative to minimize disruption to City operations.
2. Training may be conducted during mutually agreed-upon dates and times, subject to City operational requirements.
3. The vendor shall identify any scheduling limitations, including minimum or maximum class sizes, instructor availability, and training facility requirements.
4. The vendor shall identify any training activities that cannot be conducted at the City-provided locations.
5. Online ELDT theory instruction may be completed independently by the employee, subject to coordination and scheduling requirements established by the City.

8.8 Training Scenarios and Cost Proposal

The vendor shall provide a proposed training approach, estimated training hours, and associated costs for each of the following employee experience levels.

Estimates shall separately identify online ELDT theory, in-person classroom/theory instruction, BTW range, BTW public road, and tanker endorsement preparation, as applicable.

Scenario 1: Employee has little to no experience operating commercial vehicles or trailers and has approximately 10 years of passenger vehicle driving experience.

Scenario 2: Employee has prior experience operating a pickup truck with a trailer, including farm-related driving experience, but does not possess a CDL.

Scenario 3: Employee currently holds a valid Class A Commercial Learner's Permit (CLP), including completion of applicable general knowledge, combination vehicle, and air brake knowledge examinations.

Scenario 4: Employee currently holds a valid Class B CDL and is seeking to upgrade to a Class A CDL.

For each scenario, the vendor shall describe the training approach, estimated hours by training category, anticipated duration, and total cost to prepare the employee for the requested Class A CDL with tanker endorsement and no air-brake restriction.

The vendor shall also identify any differences in training requirements and estimated costs for an employee seeking Class B CDL with no air-brake restriction.

8.9 Pricing Requirements

The vendor shall provide a detailed pricing schedule that includes, at a minimum:

1. Online ELDT theory training cost per student.
2. In-person classroom/theory instruction hourly rate, if applicable.
3. BTW range and public road instruction hourly rate.

All costs associated with the proposed training program shall be clearly identified. No additional charges beyond the approved training plan and pricing proposal shall be incurred without prior written authorization from the City.

8.10 Training Completion Standard

The vendor shall certify that each employee has successfully completed the applicable training curriculum and demonstrated the required knowledge and operating proficiency before recommending the employee for CDL testing.

The vendor shall identify whether it provides additional instruction and training following an unsuccessful CDL skills examination and provide associated costs.

The vendor shall not guarantee that an employee will pass the CDL examination; however, the vendor shall be responsible for delivering the required curriculum and providing training sufficient to prepare the employee for testing.

8.11 Training Facilities

The City will make available training space at one of the following locations, as coordinated with the vendor:

- Maintenance Facility: 1971 SE Hamblen Road, Lee's Summit, MO 64082.
- Water Utility Operations Center: 1200 SE Hamblen Road, Lee's Summit, MO 64082.

The vendor shall coordinate facility scheduling with the City's designated representative.

8.12 Training Equipment and Vehicles

1. The City will provide commercial vehicles and equipment for BTW range and public road instruction.
2. Prior to beginning training, the vendor shall inspect and verify that City-provided vehicles meet applicable Federal and State safety requirements and are appropriate for the requested CDL classification and training curriculum.
3. For Class A training, the vendor shall verify that the available vehicle and trailer combination is appropriate for Class A CDL training and testing, including applicable air brake requirements.
4. The vendor shall notify the City of any additional equipment or vehicle requirements that cannot be met with City-provided resources.
5. The vendor shall identify any additional costs associated with providing training vehicles, trailers, or other equipment if City-provided resources are determined to be insufficient.

8.13 City Coordination

The City will designate a representative to coordinate employee participation, training schedules, facility access, and availability of City-provided vehicles and equipment.

The City will make reasonable efforts to ensure employees are available for scheduled training sessions.

FORM NO. 1: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

(1) Detailed response to the City's needs as outlined in the Scope of Work,
(2) Project Schedule,
(3) Roles of all involved parties clearly identified,
(4) Identification of critical/unique issues specific to the project or what was used elsewhere, and
(5) Proposed communication process.

FORM NO. 2: SUPPLIER PROFILE

By submitting a Proposal, the submitting Supplier certifies that it has reviewed the administrative information and draft of the City's Professional Services Agreement template attached, and if awarded the Agreement, agrees to be bound thereto.

SUPPLIER SUBMITTING PROPOSAL	FEDERAL TAX ID
PRINTED NAME AND TITLE	ADDRESS
AUTHORIZED SIGNATURE	CITY STATE ZIP
WEBSITE	TELEPHONE
	EMAIL

1a. Provider /Supplier is: ___ National ___ Regional ___ Local

1b. Year Provider/Supplier Established:
Years of Experience providing RFP identified services/project for municipalities:
Year of Experience conducting requested services

1c. Licensed to do business in the State of Missouri: ___ Yes ___ No

1d. Principal contact information: Name, title, telephone number and email address:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Supplier/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes other Suppliers, list participating Suppliers/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each Supplier:

3a. Has this Joint Venture previously worked together? ___ Yes ___ No

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Supplier been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

FORM NO. 3: KEY OUTSIDE CONSULANTS/SUBSUPPLIERS
Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1
Name & Address

Specialty/Role with this Project:

Worked with Lead Supplier Before: ___ Yes ___ No
Year Supplier Established:
Years of Experience providing requested services
Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2
Name & Address

Specialty / Role with this Project:

Worked with Lead Supplier Before: ___ Yes ___ No
Year Supplier Established:
Years of Experience providing requested services
Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3
Name & Address

Specialty / Role with this Project:

Worked with Lead Supplier Before: ___ Yes ___ No
Year Supplier Established:
Years of Experience providing requested services
Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 4: EXPERIENCE/REFERENCES

Work by Supplier/Supplier (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: $

Estimated Cost (in Thousands) for work performed by responsible Supplier: $

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Supplier's responsibility in project: (Please give quantitative indications wherever possible).

Supplier's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 5: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual Suppliers that shall be assigned to the City project:

a. Name and Title:

b. Project Assignment:

c. Name of Supplier with which associated:

d. Years' Experience:
With this Supplier ___ other Suppliers ___

e. Education: Degree(s)/Year/Specialization:

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 6: FEE SCHEDULE

Training/Instruction Type	Total Cost of Course
ELDT Online Training Course – Self paced training	$_____
Training/Instruction Type	Hourly Rate
On-Site Instructor Rate -Providing in person training	$_____
Testing	Hourly Rate
On-site Instructor Rate – Accompanying Employee to test site	$_____

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date
Tax ID No.	Entity Type:

SECTION C
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
_____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and [INSERT Supplier Name], a(n) [INSERT biz org type for company] incorporated in the state of ____ (the "Supplier"). The City and the Supplier are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2027-032 CDL Training (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Suppliers to provide CDL Training (the "Services").

B. The Supplier responded to the RFP by submitting a proposal (the "Proposal"), incorporated herein by reference, and the City desires to enter into an Agreement with the Supplier for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Supplier hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.

2. Term of Agreement.

a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Supplier, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Supplier shall continue to perform its obligations under this Agreement.

3. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.
4. Compensation. The City shall pay Supplier for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Supplier desires to increase its prices for any Renewal Term, the Supplier shall notify the Procurement Officer sixty (60) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in

the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the agreement Renewal Term.

5. Payments. The City's standard payment terms are net 30 days. The City shall pay the Supplier, upon completion and acceptance of work performed and completed, and upon submission and approval of invoices. All invoices shall document and itemize all work and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. All transportation charges must be prepaid by the Supplier. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later. Invoice(s) must be submitted by July 31 for all work completed prior to June 30.

6. Safety Plan. Supplier shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Supplier's sole determination, the Services to be provided do not require a safety plan, Supplier shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Supplier Personnel. Supplier shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Supplier agrees to assign specific individuals to key positions. If deemed qualified, the Supplier is encouraged to hire City residents to fill vacant positions at all levels. Supplier agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Supplier shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Supplier's performance. The Supplier shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Supplier shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Supplier. The City has no obligation to provide Supplier, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Supplier.

11. Performance Warranty. Supplier warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Supplier shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Supplier, its officers, employees, agents, or any tier of subcontractor or person for which Supplier may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Supplier, Supplier shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Supplier from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Supplier's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Supplier. Supplier shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Supplier shall be solely responsible for any such deductible or self-insured retention amount.

I. Automatic Escalator. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for **2025 is $3,448,710** for all claims arising out of a single accident or occurrence.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Supplier shall either cover all subcontractors in the Supplier's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Supplier. Supplier shall be responsible for executing

any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Supplier shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Supplier shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Supplier will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Supplier's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Supplier shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
   (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
   (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
   (c) Excess Liability – Follow Form to underlying insurance.

(2) Supplier's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Supplier under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Supplier shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Supplier shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate and a $3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Suppliers, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Supplier shall maintain Business Automobile Liability insurance with an unimpaired limit of $2,000,000 each occurrence on Supplier's owned, hired and non-owned vehicles assigned to or used in the performance of the Supplier's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Supplier shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Supplier's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Supplier of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Supplier shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's

nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Supplier for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Supplier in default for the following reasons, which set forth examples, but are not the only reasons the Supplier may declared in default:

1. Upon a breach by the Supplier of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Supplier, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Supplier for the benefit of creditors;
3. If the Supplier refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Supplier or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
   a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
   b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
   c. a criminal violation of any state or federal antitrust law;
   d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
   e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
   f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City Supplier.
5. If the Supplier or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Supplier or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Supplier, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Supplier or any agent or representative of the Supplier to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Supplier an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds.

Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Supplier informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Supplier hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq*. RSMo. Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Supplier further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Supplier. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Supplier acknowledges and agrees that all services provided under this Agreement are being provided as an independent Supplier, not as an employee or agent of the City. Supplier, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Supplier, its employees or subcontractors. Supplier is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Supplier do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Supplier shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Supplier shall include similar requirements of all subcontractors in Agreements entered for performance of Supplier's obligations under this Agreement. Supplier shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Supplier is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Supplier.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Supplier without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Supplier in violation of this provision shall be a breach of this Agreement by Supplier. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

15.9 Subcontracts. No subcontract shall be entered into by the Supplier with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Supplier is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Supplier.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Supplier from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Supplier any amounts Supplier owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Supplier: [INSERT ADDRESS]

_____
Attn: _____

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Supplier shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Supplier's duties under this Agreement. Persons requesting such information should be referred to the City. Supplier also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Supplier as needed for the performance of duties under this Agreement. Supplier shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Supplier with non-exclusive, limited access to the City's information technology infrastructure. The Supplier understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Supplier shall enforce all such policies, standards, regulations and restrictions with all the Supplier's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Supplier in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Supplier shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Supplier must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Supplier shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Supplier in connection with this

Agreement is believed to have been compromised, the Supplier shall notify the City Manager, or authorized designee, immediately. The Supplier agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Supplier's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Supplier agrees that the requirements of this Section shall be incorporated into all subcontractor Agreements entered into by the Supplier. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Supplier ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Supplier shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Supplier agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Supplier under this Section shall survive the termination of this Agreement.

15.16 Conflict Resolution. To the extent any of the terms and conditions in the Quote(s), statement of work or any other document executed between the parties for any contract, conflict with the terms and conditions of this Agreement, the provisions of this Agreement will govern.

15.17 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.18 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Supplier shall pay all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

15.19 Cooperative Purchasing. Supplier, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Supplier. Supplier may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Supplier. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.20 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Supplier's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.21 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.22 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.23 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of $100,000 or more and Supplier has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Supplier certifies that Supplier is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

15.24 Debarment. By submission of its response, the Supplier certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Supplier is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

15.25 Click-Wrap Disclaimer. The Parties acknowledge that each City user may be required to click "Accept" as a condition of access to the Vendor's services or website, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for the City and any user accessing Vendor's services or website as an agent for the City. Any 'terms of use' or 'privacy policy' or 'acceptable use policy' or any other policy referenced therein, terms or policy referenced by online links in this Agreement, or terms or policy conditioned for use of the services or website shall only apply to the extent such terms or policies are expressly included as exhibits hereto, shall only apply to the extent such terms or policies exist as of the Effective Date, shall not be subject to change by the Vendor, and shall be subordinate to the substantive provisions of the Agreement.

15.26 Special Provisions. [Add here – if any].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

_____

Mark Dunning, City Manager Date

ATTEST:

_____

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

_____

Edward Rucker, Chief Counsel of Management and Operations

[INSERT SUPPLIER'S NAME]

By _____

Print Name _____

Title _____

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT SUPPLIER'S NAME]

SCOPE OF WORK

See following page(s).

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT SUPPLIER'S NAME]

PROPOSAL FEES / COSTS

See following page(s).

ATTACHMENT I

PROPOSAL/INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	30 Point Questions	20 Point Questions	10 Point Questions
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	Evidence of Experience & References with Similar Projects Consider experience and references listed by the firm/provider. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	30	_____
2	Expertise of Firm/Provider Personnel Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined. Also consider the specific involvement of those persons in projects. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3.	Applicable Resources Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed. • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	10	_____
4.	Project Approach Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (EXHIBIT C – unless superseded by a Best and Final Offer) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	

Ranked By: _____

TOTAL POINTS (100) _____

ATTACHMENT 2

Work Authorization Affidavit and E-Verify. Any contract for services in excess of five thousand dollars ($5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of _____)
) ss.
State of _____)

My name is _____. I am an authorized agent of _____ ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

_____
Affiant

_____
Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

SEAL