

CITY OF LIBERTY, MISSOURI

REQUEST FOR PROPOSAL



## Liberty Storm Swim Team - Lead Coach

SUBMITTAL DEADLINE

By 5 p.m. on Monday, February 14, 2022

RFP NUMBER

PK22 - 20

RFP document is available at the City of Liberty web page <http://libertymissouri.gov/> or submit your request to the Aquatics Manager, Charles Anderson by e-mail at [canderson@libertymo.gov](mailto:canderson@libertymo.gov) or by phone at (816) 439-4374.

NOTICE TO QUALIFIED INDIVIDUALS  
Liberty Parks & Rec (LPR) – Liberty Storm Swim Team Lead Coach  
City of Liberty, Missouri

Qualified individuals interested in serving as the LPR Liberty Storm Swim Team Lead Coach may submit their proposal to LPR at the Liberty Community Center, 1600 S. Withers Road, Liberty, Missouri, until 5 p.m. on Monday, February 14, 2022. On all requests and correspondence, please reference RFP Number PK22 – 20.

The work under this contract consists of the following:

- Serve as the LPR Liberty Storm Swim Team Lead Coach, as set forth in the project details in Appendix A
- This position is headquartered in the Liberty Community Center outdoor pool however the independent contractor must be willing to drive to swim meets at other locations in Gladstone, Grandview, and Independence.

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for proposal become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.



INDEPENDENT CONTRACTOR AGREEMENT  
*Liberty Parks & Rec– Liberty Storm Swim Team Lead Coach*

**DRAFT**

INDEPENDENT CONTRACTOR AGREEMENT

This agreement, effective {date}, by and between {Name} (hereinafter referred to as "IC") and located at {Contractor Address}, and the City of Liberty, Missouri Parks and Recreation Department, a governmental entity (hereinafter referred to as LPR), located at 1600 S. Withers Road, Liberty, MO 64068, hereby agree to the following terms and conditions contained within this agreement.

ARTICLE I  
THE WORK

IC agrees to perform all work as specified in RFP PK22 – 20 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Independent Contractor Agreement set forth here. IC agrees to provide all professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents. The work as specified in Appendix A may commence upon the signing of this Independent Contractor Agreement and scheduling approval of the Liberty Parks and Recreation Department Director's designee, the Liberty Community Center Aquatics Manager.

The services provided by IC are professional in character and neither the City of Liberty nor anyone on its behalf shall exercise nor assert any direction, supervision, or control over the manner or method of performance thereof, for all of which the IC shall be exclusively responsible, accounting to the City of Liberty only for final delivery thereof. As such, IC shall not be considered an employee of the City for any purpose, including but not limited to liability and workers' compensation insurance coverage. However, although not an employee of the City of Liberty, IC is a representative of the City of Liberty organization and shall exhibit professionalism while conducting IC services.

ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION

The work shall commence on June 1, 2022. The date of substantial completion shall be July 18, 2022 (with 2-3 meetings in the spring and 2 meetings at the conclusion of the program). See Article IV "Contract Payment" for specific details. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III  
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in an amount not to exceed \$\_\_\_\_\_ for the 2022 Liberty Storm Swim Team Season. NOTE: Swim meet attendance is a critical part of this position. Failure to attend any swim meet in its entirety will result in an automatic 15% reduction in contracted pay regardless of the situation.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV.

ARTICLE IV  
CONTRACT PAYMENT

- A typical Liberty Storm Swim Team season begins after Memorial Day and ends mid-to-late July.
- The Liberty Storm Swim Team season includes up to six (6) swim meets, swim practices from 6:45 a.m. to 10:45 a.m. Monday-Friday; late afternoon swim practices from 4:45 - 5:45 p.m.; and evening practices from 7:00 - 7:30 p.m.
- A typical Liberty Storm Swim Team season will include one pre-season league meeting, one parent meeting in April, and one awards ceremony the week following the regular swim team season.
- Payment will be made in 4 equal installments of 25%.
- An additional \$200 (Two hundred dollars) will be paid for managing all swim team computer entries for swim meets from other swim teams for participation in home meets.

The City will be the sole judge as to the sufficiency of the work performed.

Third party payment agreements will not be accepted by the City.

ARTICLE V  
DAMAGES/DELAYS/DEFECTS

Independent Contractor shall immediately report to the Liberty Community Center Aquatics Manager any incident/accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Independent Contractor must provide full details and statements from any witnesses.

The Independent Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance. Additionally, it is agreed the Independent Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

## ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate the Liberty Community Center Aquatics Manager to render decisions on behalf of the City and on whose actions and approvals the Independent Contractor may rely.

### **FORCE MAJEURE**

Neither the City nor Independent Contractor shall be in breach of this agreement, failure or inability to provide any facility or service at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Independent Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Independent Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations. Independent Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

LPR RESPONSIBILITIES UNDER THIS AGREEMENT - The Liberty Parks and Recreation Department will provide the following:

- Program Location
- Program Registration
- Program Participant Fees
- Review and approve program format for content and expected outcomes
- Inclusion of program information on LPR website and online registration site
- Program evaluation forms, as deemed necessary by LPR staff
- Conduct a background check
- Notification of cancellations
  - When LPR cancels the program, LPR will notify program participants
  - When inclement weather cancels the program, LPR will include program cancellation on inclement weather line.

### **IC RESPONSIBILITIES UNDER THIS AGREEMENT**

- Serve as lead coach of the Liberty Storm Swim Team for the City of Liberty, Missouri.
- Organize and direct the Liberty Storm Swim Team program for youth ages 18 and under; 2022 estimated participation is 165+.
- Provide coaching and instruction of Liberty Storm Swim Team, offering direction and suggestions to participants to better performs their skills.
- Address concerns of participants and the parents as needed.

- Responsible for all swim meet information which needs to be provided to other swim team organizations to participate in league meets.
- Attend all league meetings both pre-/post-season.
- Attend all swim practices and meets with the exception of pre-arranged dates as provided to and approved by the Aquatics Manager.
- Oversee/supervise the assistant swim team coaches, providing direction and suggestions where needed.
- Provide all necessary swim meet information to Liberty Community Center personnel and participants as needed to successfully participate in all scheduled swim meets, including all post swim meet results for newspaper publications.
- Keep the Liberty Community Center welcome desk staff aware of any swim team information including practice cancellations and “rain” day situations.
- Provide all services in such a professional and ethical manner as best represents the City of Liberty, Missouri.
- As a swim coach, this position is an independent contractor position and not an employee of the Parks & Recreation Department or the “City.” As such, independent contractors are not entitled to any benefits that a part time/full time employee would receive. There will be no accumulation of sick leave, vacation, health benefits, retirement, overtime pay, facility access to the Community Center, or any other form of employee benefits. Independent contractors are issued a 1099 at the end of the year.
- The Liberty Community Center has a “conflict of interest statement” and independent contractors cannot solicit any form of private swim programs for independent contractor’s personal gain while on City property. If the Liberty Storm Swim Team creates an opportunity for private swim training, those opportunities must be operated through the Parks & Recreation Department and held at the Liberty Community Center. Any direct violation of this statement will result in immediate termination of services.
- Independent Contractors are not covered under the City of Liberty insurance, therefore, it is the sole responsibility of the Independent Contractor to obtain personal liability insurance as they deem appropriate.
- Have working knowledge of Meet Manager/Team Manager program software.
- The Liberty Storm Swim Team lead swim team coach is solely responsible for all usage of the City of Liberty Swim Team computer. Use of the computer is strictly limited to summer swim team use. The Liberty Storm Swim Team lead swim coach is responsible for any content placed into the computer or accessed while using the City computer. No personal usage of the computer will be tolerated. The Liberty Storm Swim Team lead swim team coach accepts all responsibility of the computer and will be the sole user with the exception of the league representative who will run the computer during swim meets. That individual will also be responsible for signing an agreement with the City for identical usage. Any information which needs to be downloaded into the computer must be limited solely to summer swim team information. Any repairs, including but not limited to the purchase of batteries, cords, etc., must first be reviewed and approved by the City of Liberty Information Services Department. All purchases must be made by the City of Liberty for additional new/replacement components which are needed to successfully operate the computer.

- Possess the skills necessary to electronically communicate with other team managers/coordinators and accept swim team entries accordingly, including meet entries.
- Ensure safety measures are constantly following to ensure participant and patron safety at all times. Immediately notify the Aquatics Manager of any immediate or future concerns involving program participant involvement, violation of facility policy, or safety concerns.

## ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his/her duties as specified in this contract, the City through its appointed representative, shall notify the Independent Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Independent Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing notice by certified mail, to the Independent Contractor at the address listed below.

LPR reserves the right to refuse use of City of Liberty property for activities that are in direct conflict with policies, programs, services, and rentals provided by the department.

ARTICLE VIII  
ENTIRE AGREEMENT

- This Agreement shall not be assignable by either party.
- This agreement may be terminated by either party with written notice. Written notice may be provided through email or postal mail.
- In the event of default or failure to perform, the prevailing party shall recover, in addition to relief, all reasonable expenses and costs including reasonable attorney's fees incurred or expended in the prosecution or defense of such action as determined by a court on the conclusion of all appeals, or expiration of right of further procedures.
- The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

\_\_\_\_\_  
Liberty Parks and Recreation Department  
Representative (Print)

\_\_\_\_\_  
{IC} Print

\_\_\_\_\_  
{IC}Signature

\_\_\_\_\_  
LPR Representative (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



APPENDIX A  
Scope of Work and Special Provisions

See Article VI – Responsibilities

CITY OF LIBERTY, MISSOURI  
RFP # PK22 – 20

Appendix B

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Standard Terms and Conditions

All bid/quote/RFQ respondents are expected to comply with City of Liberty Standard Contract Terms and Conditions. Submission of a response to this proposal constitutes acceptance of these standard terms and conditions.

*A. Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Parks and Recreation or his authorized representative(s). The Independent Contractor shall not comply with requests and/or orders issued by any other person. Both the City of Liberty and the Independent Contractor must approve any changes to the contract in writing.

*B. Contract Award*

Award of this contract is anticipated no later than 60 days after bid deadline.

*C. Insurance*

Independent Contractors are not covered under the City of Liberty insurance, therefore, it is the sole responsibility of the Independent Contractor to obtain personal liability insurance as they deem appropriate.

*D. Hold Harmless Clause*

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

*E. Exemption from Taxes*

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

*F. Invoicing and Payment*

See Article IV of this independent contract.

*G. Cancellation*

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty with written notice to the Independent Contractor.

*H. Contractual Disputes*

The Independent Contractor shall give written notice to the City of Liberty of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Liberty shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Independent Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

*I. Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

*J. Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

*K. Drug/Crime Free Work Place*

The Respondent acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Respondent further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Liberty in addition to any criminal penalties that may result from such conduct.

*L. No Escalation of Fees*

The pricing of services contained in the contract for the selected Independent Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

*M. Permits*

The successful Independent Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

*O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens*

The successful Independent Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such

Liberty Parks & Rec – Liberty Storm Swim Team Lead Coach

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2 copies each of  
Proposal Forms A (page 14) and B (page 15) of this RFP.

MUST BE RECEIVED BY:  
5 p.m. on Monday, February 14, 2022

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND IT TO:

Charles Anderson  
Aquatics Manager  
Liberty Parks & Rec  
Liberty Community Center  
1600 S. Withers Road  
Liberty, Missouri 64068

Any questions regarding this Request for Proposal shall be submitted to the Aquatics Manager, Charles Anderson by e-mail at [canderson@libertymo.gov](mailto:canderson@libertymo.gov) or by phone at (816) 439-4374.

PROPOSAL FORM A  
RFP PK22 – 20

EXPERIENCE / REFERENCES

Please provide a minimum of three references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Email address

\*Please list any Municipalities that you have done work for in the past 36 months.

PROPOSAL FORM B  
RFP # PK22 – 20

Total Bid to provide services as the Liberty Parks and Recreation Department – Liberty Storm Swim Team Lead Coach according to the specifications of RFP #PK22 – 20 for the 2022 season:

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In the blank above insert numbers for the sum of the proposal.

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In the blank above, write out the sum of the proposal.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Numbers \_\_\_\_\_

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Email \_\_\_\_\_