



## INVITATION TO BID “ITB”

Notice is hereby given that the **LIBERTY PUBLIC SCHOOL DISTRICT, LIBERTY, MISSOURI**, requests written, sealed bids on the items specified on the attached sheet(s).

### DESCRIPTION OF BID ITEMS

**DATE:** JANUARY 9, 2024

**BID NUMBER:** ITB 007-024

**BID TITLE:** DISH MACHINE REPLACEMENT – HERITAGE MIDDLE SCHOOL

**BIDS MUST** be received on or before **FEBRUARY 8, 2024 at 2:00 PM CST**

**BIDS MUST BE MAILED TO:** Rachel Naumann, Purchasing Agent  
Liberty Public School District 53  
801 Kent St  
Liberty, MO 64068  
816-736-5293

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to Rachel Naumann at [rachel.naumann@lps53.org](mailto:rachel.naumann@lps53.org)

The District reserves the right to accept or reject all or any part of any quote/proposal/bid, to waive technicalities, and to accept the offer that the District considers to be the most advantageous.

All supporting bid documents such as addenda, tabulation sheets, notices of action and/or notices of award will be posted on the website the District’s website at <https://www.lps53.org/Page/1563>. It is the responsibility of the bidder to monitor the website for all information regarding this bid or any upcoming bids/proposals.

### BIDDER ACKNOWLEDGEMENT

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail Address \_\_\_\_\_ Web Address \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date \_\_\_\_\_

## BID IDENTIFICATION LABEL

## NOTICE TO ALL RESPONDENTS

For your convenience, the label below has been provided to properly identify your proposal submittal. Place your bid in a sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

The Liberty Public School District 53, Support Services Center (SSC) is a controlled access building. All visitors are required to use the phone at the front entrance to gain access. If you are hand delivering a proposal, notify the Purchasing Department that you have a proposal to deliver via the lobby telephone. A record of all deliveries and delivery times will be documented in the Purchasing Department.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.**

**DO NOT OPEN - SEALED BID - DO NOT OPEN**

**BID #: ITB 007-024, TITLE: DISH MACHINE REPLACEMENT – HERITAGE MIDDLE SCHOOL**

**BID PROPOSALS DUE ON: FEBRUARY 8, 2024 at 2:00 PM CST**

**FROM:**

**DELIVER TO:**

LIBERTY PUBLIC SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
ATTN: RACHEL NAUMANN  
801 KENT ST  
LIBERTY, MO 64068

## BID INSTRUCTIONS

### PURPOSE

The purpose of this ITB is to establish an agreement for the purchase, delivery and/or installation of a new dish machine in the cafeteria kitchen at Heritage Middle School, Liberty, MO, as specified herein. Service to include removal of existing dish machine for salvage.

### CALENDAR OF EVENTS

Tuesday, January 9, 2024	Bid Release Date
Wednesday, January 24, 2024	Pre-Bid Meeting at Heritage Middle School
Friday, January 26, 2024	Question Deadline – 3:00 PM CST
Thursday, February 8, 2024	Submittal of Bid Deadline - 2:00 PM CST
Tuesday, February 20, 2024	BOE Recommendation for Award
Wednesday, February 21, 2024	Vendor Award Notification

### PRE-BID MEETING

A pre-bid meeting will be held at Heritage Middle School on Wednesday, January 24, 2024, at 3:00 PM CST. Heritage Middle School is located at 600 W Kansas St, Liberty, MO 64068. Please plan to meet at the main entrance to the building and then we will walk down to the cafeteria; see map below with main entrance and parking area circled in red. The point of contact for the meeting is Todd Fuemmeler, Maintenance Manager, who can be reached at 816-736-5357. It is highly recommended that all perspective vendors attend the pre-bid meeting in order to fully understand the scope of service being requested.



### CLARIFICATION DEADLINE

The Vendor is presumed to completely accept the Bid requirements as stated herein. Bidders having questions concerning ITB terminology, general or specific conditions should submit them in writing to the District Purchasing Agent at [rachel.naumann@lps53.org](mailto:rachel.naumann@lps53.org).

**The Vendor must raise any questions regarding the Bid requirements no later than January 26, 2024, at 3:00 PM CST** so that appropriate information may be researched and made available prior to the bid opening.

By submitting a bid, the bidder warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the bid price(s). There will be no increase in the contract price based upon a bidder's misunderstanding or lack of knowledge about the intent of the solicitation. In addition, the vendor must list and outline, in their bid response, any exceptions to the Bid requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the District will consider in selecting the successful Vendor.

## **BONDING**

A **Payment Bond** will be required from any vendor that submits a total bid proposal in excess of \$50,000. The undersigned Bidder, if awarded a contract, agrees to furnish a Payment Bond in the amount of 100% of the total contract value prior to execution of the formal service contract, agreement or issuance of an official district purchase order.

## **SPECIAL REQUIREMENTS**

One original proposal clearly marked "**Original**", and two (2) copies, clearly marked "**Copy**", must be submitted. Please also include a digital/electronic copy on a flash drive within your proposal packet. The complete Bid Response should be sealed in an envelope or box for delivery to the Purchasing Office of Liberty Public Schools. "Copy" documents must be identical to Original Response submitted. The Liberty School District will not be held responsible for pricing sheets or materials left out of "Copy" or "Original" submittals.

The District may occasionally submit more than one separately numbered proposal packet to you in a single envelope. Please be aware that you must return separately numbered proposals to the District in separate envelopes. Multiple options within the same proposal may, however, be submitted together.

## **ADDENDA**

All changes, additions, and/or clarifications in connection with this Bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Bid (see "Bid Response Form"). Verbal responses and/or representations shall not be binding.

## **BID CONTENTS AND SUBMISSION**

Bid submissions shall include the following information:

- A. Name, address, and telephone number of Bidder(s).
- B. Full price for providing the Product, Equipment and/or Service in accordance with this Bid.
- C. A completed Bid Form attached to this Invitation for Bid.
- D. Name, address and telephone number of not less than two (2) references for whom the Vendor has provided similar Supplies, Equipment, and/or Services to within the last 2 years.
- E. Detailed description of material and services to be provided.

Vendors must use the forms provided for the purpose of submitting quotes and must give the unit price, extend totals, and sign the quote as required in each specific instance. If the vendor does not care to quote, we request that forms be returned and the reason noted. Provide all specifications and descriptive literature.

## **EVALUATION**

In evaluating any aspect of the Response, the District may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Supplies, Equipment or Services provided by the Vendor, and any other information the District obtains regarding the Vendor, or that the District deems relevant.

1. Responsive responses from Vendors will be evaluated on the basis of criteria that include the following:

- a. Overall cost to the District, whether direct or indirect.
  - b. Delivery and/or lead-time required for receipt of goods/services.
  - c. Completed required forms and ability to meet the requirements of the attached service contract.
2. The timeliness, nature and number of any exceptions taken by the Vendor to the Bid will be considered by the District in evaluating a Response. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's Response.
  3. A responsible vendor is one who, in the opinion of the District, possesses the skill, experience, ability, integrity, financial and other resources necessary for providing the supplies, equipment, and/or services. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Response, the District may consider previous dealing with the District, references from the Vendor's customers, inspections of other supplies, equipment, and/or services supplied by the vendor, and may other information the District obtains regarding the Vendor or that the District deems relevant.

### **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included.

Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

### **BID EXPIRATION**

All bids shall be considered as firm for a period of sixty (60) calendar days, commencing the date and time of the bid closing and expiring at 3:00 PM CST of the last day. **Please note on the any deviations to this requirement.**

### **DISTRICT OPTION**

- A. Select more than one successful Bidder based on price break(s).
- B. During the term of this Bid, the District reserves the right to purchase, from the accepted Bidder, additional products, equipment or services at the herein proposed Bid price.
- C. The District does not guarantee that any minimum quantity will be purchased from the successful Bidder during the term of this Bid.

### **BID OPENING**

The proposal/bid contents and any modifications shall be returned in a sealed envelope addressed to the Purchasing Department, Support Services Center, 801 Kent St, Liberty, Missouri, 64068. **The Bid number and Bid Opening date shall be shown on the face of the envelope, and must be labeled with the vendor's name.** Facsimile telegraph Bids will not be considered. Bids may be modified if sent in a sealed envelope, marked "Revised Bid", and be in the possession of the Purchasing Director by the Bid opening date and time. All prospective Bidders will utilize the attached Bid Form.

Bids will be publicly opened and read aloud on the date and time specified herein at the Support Services Center, 801 Kent St, Liberty, MO 64068.

**Any bid proposal(s) delivered prior to the bid proposal due date must be delivered between the operational hours of 8:00 AM and 3:00 PM CST, Monday through Friday.** This excludes major holidays. This is to ensure

that Purchasing Department staff is on hand and available to accept bid proposal prior to the official due date and time.

### **BID REJECTION**

The District reserves the right to accept or reject all or any part of any quote, to waive technicalities, and to accept the offer that the District considers to be the most advantageous.

### **ACCEPTANCE OF BIDS:**

The District reserves the right to accept the Bid that, in its judgment, is the lowest most responsive and responsible. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.

### **LATE BIDS**

Bids received after the date and time of the Bid opening stated herein shall not be considered and will be returned unopened.

### **MISTAKE IN BIDS**

If the respondent discovers a mistake in Bid prior to the date and time specified for the Bid opening, he or she may correct the mistake by modifying or withdrawing the Bid. If the apparent low and best Bidder discovers a mistake in Bid of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or a contract, he or she may request consideration be given to modifying the Bid if he or she remains the lowest Bidder or to withdrawing the Bid if the result of the correction of the mistake makes another Bidder lowest and best Bidder. The mistake must be evident and provable. A mistake in Bid cannot be considered once a purchase order or contract is issued.

### **NEGOTIATION**

- A. The District reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial Bid on the most favorable terms possible to the District. However, should only one Bid be received by the District, the District may, but is not obligated to, conduct negotiations with this vendor whose Response, in the opinion of the District, is competitive or may best meet the needs of the District.
- B. The District may, but is not obligated to, seek clarification of a Response submitted by a Vendor.
- C. If the District chooses to negotiate, negotiation may involve any issue bearing on the Response and may take place after submission of Response and before an award is made. The District reserves the right to follow negotiations with a request for submission of a best and final Response.

### **AWARD OF THE CONTRACT**

After the Bids have been opened and duly considered, the lowest and/or most responsible and responsible Bid shall be submitted to the Liberty Public School District 53 Board of Education for formal approval. After approval by the District Board of Education, the Purchasing Director will notify, in writing, the successful Bidder. An approved Bid award by the Board of Education shall constitute the District's official award of the Bid. A written contract, or purchase order, noting the terms and conditions of this bid will be executed before "Notice to Proceed" is given. **Vendors with standardized contracts should submit them with the Bid Response.**

### **OTHER VENDOR AGREEMENTS**

- A. As required by the **Buy American** provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision)
  - a. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic

commodities or products for Program meals. A “domestic commodity or product,” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part210.21(d).

- b. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of \_\_\_day (s) in advance of delivery. The request must include the: (a) Alternative substitute (s) that are domestic and meet the required specifications: (i) Price of the domestic food alternative substitute (s); and (ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered (b) Reason for exception: limited/lack of availability or price (include price): (i) Price of the domestic food product; and (ii) Price of the non-domestic product that meets the required specification of the domestic product.

## **B. Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **APPLICABLE FEDERAL RULES**

### **COMPLIANCE WITH LAWS**

The preferred vendor shall warrant and certify that in the performance of the resultant agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or



political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

## **DEBARMENT**

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>. See section 52.209-6.

## **GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS**

The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term “Contractor” shall mean “Subcontractor”, “Seller” or “Supplier”, the term “Contract” or “Subcontract” shall mean “Purchase Order”, the term “Government” shall mean “Buyer” or “District” and the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”. It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the District under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the District, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller’s obligations to the District and the United States Government; and to enable the District to meet its obligations under its prime contract or subcontract. The clauses incorporated by reference may be found in the Federal Acquisition Regulations (FAR), the DOD Federal Acquisition Regulation Supplement (DFARS), or the Code of Federal Regulations (CFR). Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see the following websites for more information: <http://farsite.hill.af.mil/VFFARA.HTM> (click “FARSEARCH” tab)

<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> or  
<http://www.acq.osd.mil/dpap/dars/dfars/html/r20110916/tochtml.htm>

### **Applicable when fixed price is greater than \$2,000**

#### **40 U.S.C. 3141-3148 Davis-Bacon Act**

1. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than that prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
2. The decision to award a contract or subcontractor is conditioned upon the acceptance of this wage determination.

#### **40 U.S.C. 3145 Copeland “Anti-Kickback,” Act**

1. As prescribed, the act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

2. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

#### 37 CFR Part 401 Rights to Inventions Made Under a Contract or Agreement

1. To the extent that a non-government sponsor established a project which, although closely related, falls outside the planned and committed activities of a government-funded project and does not diminish or distract from the performance of such activities, inventions made in performance of the non-government sponsored project would not be subject to the conditions of these regulations. An example of such related but separate projects would be a government sponsored project having research objectives to expand scientific understanding in a field and a closely related industry sponsored project having as its objectives the application of such new knowledge to develop usable new technology. The time relationship in conducting the two projects and the use of new fundamental knowledge from one in the performance of the other are not important determinants since most inventions rest on a knowledge base built up by numerous independent research efforts extending over many years. Should such an invention be claimed by the performing organization to be the product of non-government sponsored research and be challenged by the sponsoring agency as being reportable to the government as a “subject invention”, the challenge is appealable as described in § 401.11(d).
2. (2) An invention which is made outside of the research activities of a government-funded project is not viewed as a “subject invention” since it cannot be shown to have been “conceived or first actually reduced to practice” in performance of the project. An obvious example of this is a situation where an instrument purchased with government funds is later used, without interference with or cost to the government-funded project, in making an invention all expenses of which involve only non-government funds.

#### 252.225-7001 Buy American Act

1. Cited in document  
**Applicable when fixed price is greater than \$10,000**

#### 41 CFR 60-1.4b Equal Opportunity (Mar 2007)

1. Cited in document  
**Applicable when fixed price is greater than \$30,000**

By submitting a signed proposal or quotation in response to the District’s solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

#### **Applicable when fixed price is greater than \$100,000**

#### 40 U.S.C 3701-3708 Contract Work Hours and Safety Standards Act

1. Vendors must maintain compliance with 40 U.S.C. 3702, stating the wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.
2. In addition, the requirements of 40 U.S.C. 3704 mandate “each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24,

1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.”

### 31 U.S.C. 1352 Byrd Anti Lobbying

1. Byrd Anti-Lobbying Amendment states if the negotiated contract exceeds \$100,000, distributor will submit a certificate that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc.
2. If a Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee or any federal agency or Congress, Distributor is required to submit a “Disclose Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

### Applicable when fixed price is greater than \$150,000

### 42 U.S.C. 7401-7671q Clean Air Act / 33 U.S.C. 1251-1387 Federal Water Pollution Control Act

1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant
2. Violation must be reported to the Federal awarding agency and the Regional Office of the Environment Protection Agency

### PREVAILING WAGE PROJECT

If the total cost of equipment and installation, for only the equipment that requires installation (and not delivery only), meets or exceeds \$75,000 the bid/project qualifies under MO Prevailing Wage laws. If the total does not meet or exceed \$75,000 then the bid/project does not qualify under MO Prevailing Wage laws. Please provide installation costs as required under MO Prevailing Wage laws.

This is a prevailing wage solicitation. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing under this contract. (Section 290.250, RSMo).

The contractor will be held responsible for paying the prevailing wages and it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications herein. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or a portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or any subcontractors (Section 290.250, RSMo).

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).

A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).

During periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri

laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, (as determined by the Labor and industrial Relations Commission) may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

Every transient employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234 RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

The awarded contractor must provide certified payroll for themselves and any sub-contractors throughout the duration of work and prior to final payment being made (290.290, RSMo).

At the completion of this project and prior to a final payment being made, the contractor must submit an "Affidavit of Compliance" for PW-4 with the Liberty Public School District. The affidavit must state the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section 290.290 and 290.325, RSMo).

All contractors must report to the Liberty Public School District if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of each subsidy, supplement or rebate must be reported to the Liberty Public School District within 30 days of receipt of payment (Section 290.095, RSMo).

**Missouri Prevailing Wage Order for this Project – Wage Order No. 30 (See Enclosed)**

## REFERENCES

Please provide references of entities that your company has provided services to and that the district may contact for reference.

### Reference # 1

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

### Reference # 2

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

### Reference # 3

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

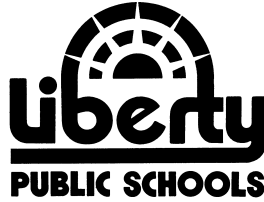
Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

## SERVICE CONTRACT

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



### SERVICES CONTRACT

Between

**LIBERTY PUBLIC SCHOOL DISTRICT #53**

and

**CONTRACTOR**

Contract No. \_\_\_\_\_

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

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

#### CONTRACTOR DATA

Contractor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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

☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company

☐ Partnership      ☐ Nonprofit Corporation      ☐ Other (describe : \_\_\_\_\_)

**District Point of Contact:** \_\_\_\_\_

Name of Building or Department: \_\_\_\_\_

Address: \_\_\_\_\_

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

## TERMS AND CONDITIONS

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

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

Check if applicable:

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

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

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

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

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

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

6. **Maximum Total Payment; Invoicing.** The maximum total payment under this Contract is \$\_\_\_\_\_; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold



payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**7. Other Payment Issues.**

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

- 8. Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.

- 9. Independent Contractor Status:** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor. And that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District.

- 10. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.
- 11. Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
- 12. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 13. Other Contractors.** If this Contract is for “services” and not “services requirements” (see Section 1 (Purpose)) District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under the Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
- 14. Nonperformance; Substituted Services.** As used in this Contract, “failure to perform” means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days’ written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.
- 15. Early Termination.** This Contract may be terminated as follows unless specified herein:
- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District’s Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 15 (c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

e. **Furlough:** District reserves the right to terminate or otherwise suspend this Contract if District's Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

**16. Remedies.** In case of Contractor breach and in addition to the provisions of Section 13 and 14 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.

**17. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all Materials subject to this provision.

**18. Errors.** Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs. Under this Contract and shall do so without undue delays or additional cost to District.

**19. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

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

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

a. **Identification:** When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor.

- b. Sign-In Required: As required by schools and other District locations, each day Contractor's employee are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - d. No Drugs: All District properties are drug-free zones as enforced by law enforcement.
  - e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
22. **Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property.
23. **Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
24. **Media Contacts.** Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Contract or the Services provided hereunder within one (1) year of Services completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Services without approval of District.
30. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
31. **Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
32. **Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by Chapter 287 of the Revised Statutes of Missouri, subject employers shall provide workers' compensation coverage in accordance with this law. Contractors shall submit a certificate of insurance to District showing proof of coverage.

- b. Professional Liability/Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to , accounting, architectural, auditing, legal, and medical), then Contractor shall maintain professional liability/E&O insurance coverage of at least 3,000,000 for each claimant, and at least \$3,000,000 coverage for each incident or occurrence.
- c. General Liability. Contractor shall provide general liability insurance coverage to sufficiently cover events adverse to the objectives of this Contract. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claimant and \$3,000,000 for each incident, or occurrence.
- d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claimant, and \$3,000,000 for each incident, or occurrence.
- e. Other Insurance. District reserves the right to require other insurance (e.g. Builder's All –Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and licensed to do business in Missouri. Contractor alone is responsible for paying all deductibles and retentions. Contractor's coverage shall be primary in the event of loss.
- g. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attached a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

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

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

**35. Confidentiality.** Contractor agrees that all knowledge and information that it may receive from the Liberty Public School District or its employees, agents or consultants or by virtue of the performance of services under and pursuant to this agreement including but not limited to information concerning the students and employees of LPS shall for all time and for all purposes be regarded by Contractor as confidential and held by Contractor in confidence and shall be solely

for the benefit and use of LPS and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting LPS or with the written permission of LPS or when required by law.

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

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

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

**CONTRACTOR**

**DISTRICT**

CONTRACTOR

LIBERTY PUBLIC SCHOOL DISTRICT  
8 VICTORY LANE  
LIBERTY, MO 64068

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steve Anderson  
Chief Operations Officer

\_\_\_\_\_  
Contractor Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT (A) – STATEMENT OF WORK**

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

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



**ATTACHMENT (B) - FELONY CONVICTION NOTIFICATION FORM**

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone: Fax Number:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_ (Printed)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT (C) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

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

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

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

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

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

Accordingly, your company:

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

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

## **INSTALLATION SPECIFICATION**

Removal of existing equipment and delivery and installation of new equipment shall be during summer break for Liberty Public School District which is June 3, 2024 through July 26, 2024. All equipment must be setup, tested and ready by the end of the day on July 26, 2024, if not sooner based on availability and lead times once the order is placed by the District.

Liberty Public School District will be responsible for providing any required utility connections within 5 feet of the new unit.

Liberty Public School District will be responsible for any site modifications that may be required in order to accommodate removal of existing equipment or installation of the new dish machine.

Successful bidder is responsible for final hook-up to utilities and verification of proper operation with district representative present.

All existing equipment (see photos below) must be moved/removed by the awarded vendor prior to delivery and install of new equipment. Existing dish machine must be removed from site location and delivered to the Facilities Center located at 1138 Southview Drive, Liberty, MO 64068 for future salvage. There is no loading dock available at this location. Liftgate is required. Existing booster heater must be removed and hauled off by awarded vendor.

Successful bidder must schedule delivery time in advance with Liberty Public School District to assure a district representative is available to accept receipt of equipment and verify operation.

All new equipment must be received, redelivered to site location, un-crated, all packaging removed, verify if any equipment is damaged, set in place with final connection made and correct operation verified with owner. Equipment contractor is responsible for haul-away offsite of all packing debris.

## EQUIPMENT SPECIFICATIONS AND SCOPE OF WORK

### ITEM #1

QTY. (1 REQ'D)

#### DISHWASHER, CONVEYOR TYPE

Hobart Model CLPS66eN Dishwasher to operate in a Right to Left direction.

1. Unit to include Opti-Rinse™ system using no more than .62 gallons per rack at 20 psi.
2. 480/60/3 electrical
3. Final rinse rate to be 2.1 GPM or 126 GPH.
4. Unit to include a 22-inch prewash chamber with a 2 hp pump with three upper and two lower wash tubes.
5. Ware washer to be equipped with a Rapid Return Drive™ system to provide for more consistent movement of the ware through the machine.
6. Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.
7. Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.
8. Configurable NSF Pot & Pan mode
9. Configurable De-Lime Alert
10. Machine to have a dual point of push for the conveyor system to reduce stress on the drive.
11. Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
12. Machine to have double wall insulated hinged doors with SST and UHMW door seals.
13. Machine have fully wrapped lower front, side and underneath panels.
14. Inspection door opening to measure 36 ½ x 27 5/6 inches
15. Standard chamber dimensions to 22 x 19 ½
16. To include Auto-Position™ rinse arms, which ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.
17. Soil management system to have a single SST slanted screen, and a deep collection basket.
18. Machine to have a minimum capacity of 202 racks per hour.
19. Unit length to be a minimum of 66".
20. Top mounted microprocessor controls mounted in SST enclosure.
21. Field convertible for low temperature or high temperature final rinse application.
22. Tank and chamber to be constructed of #16-gauge stainless steel.
23. Prewash and wash motor to be 2 HP with inherent overload protection and manual reset located on the motor.
24. Stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
25. Pump capacity of 165 gpm.
26. Single point electrical connection (3 phase only, does not include the electric booster heater);
27. Dishwasher to be provided the following heat device: 15 KW electric immersion heater. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.
28. Machine to be furnished with top mounted digital display to provide accurate temperature readouts
29. Standard features to include a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications, operating indicators
30. Integrated SST pump intake screen.
31. Machine to have self-aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
32. Wash pipes to be located on the exterior rear panel for an obstruction free interior.
33. Rinse arms to include an integrated in line water filter
34. Final rinse to be automatically activated when racks enter the rinse zone.
35. Electrical interface points for chemical connections provided as standard.
36. Vent fan and booster heater controls.
37. Automatic fill to be standard with tank water level to be automatically maintained.
38. Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.

39. Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
40. Machine to have full 18-month warranty on parts, labor, and mileage against manufacturer's defects when Hobart Service installs the machine.
41. **Turnkey Installation - Installation shall include removal of the existing unit. Deliver, uncrate and set new units in place. Reuse the existing vent hoods/ductwork along with the existing dish tables. Provide final plumbing and electrical connections. The school must provide all proper electrical and mechanical rough-ins within 5' of the unit.**

Alternate manufacturer to be approved by district prior to bid or pending award.

**Delivery and Install Location:**

Heritage Middle School

600 W Kansas St

Liberty, MO 64068

(There is not a loading dock available at Heritage Middle School)

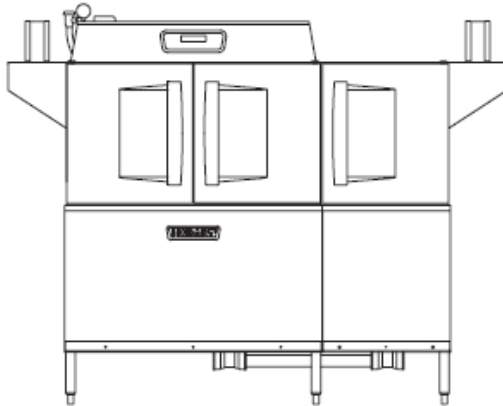


Project \_\_\_\_\_  
 AIA # \_\_\_\_\_ SIS # \_\_\_\_\_  
 Item # \_\_\_\_\_ Quantity \_\_\_\_\_ C.S.I. Section 114000



## CLPS66eN-BAS ELECTRIC

### High Temperature Rack Conveyor Dishwashing Machine



### SPECIFIER STATEMENT

Specified dishwasher will be Hobart CLPS66eN Base model with Opti-Rinse™ and computational fluid designed self-aligning wash manifolds. Includes 22" power scrapper, Insulated ergonomic cabinet style doors, top mounted computer controls, and NSF approved pot and pan cycle mode. The wash tank utilizes durable precision pressure sensor monitors in lieu of conventional mechanical floats. The 19.5" standard chamber height will accommodate up to (6) standard sheet pans at a time on an open-end sheet pan rack.

### STANDARD FEATURES

- + 202 racks per hour
- + 22" power scrapper
- + Opti-Rinse™ system
- + Rapid return conveyor drive mechanism
- + Large double door opening for ease of cleaning
- + Doors are insulated & hinged with door interlock switches
- + 19.5" chamber height opening (accepts sheet pans)
- + Top mounted micro-processor control module
- + Energy saver mode (programmable auto-shut down)
- + Dirty water Indicator
- + Manager activated low temperature alert
- + NSF rated configurable pot and pan dwell mode
- + Configurable "Intelligent" delime notification
- + Service diagnostics
- + Self-aligning wash manifolds
- + Stainless steel anti-clogging wash arms
- + Removable pump intake screen
- + Stainless steel self-draining pump and impeller
- + Single, sloping scrap screen and deep scrap basket
- + Stainless panels enclose perimeter and bottom
- + Door actuated drain closure
- + Convertible hot water or low temp final rinse
- + Vent fan and booster heater control
- + ENERGY STAR® Certified

### OPTIONS & ACCESSORIES (Available at extra cost)

- ☐ Standard, short, and extended stainless steel vent hoods (see page 4 for details)
- ☐ Direct drive unloader – adds 38" length. Reference spec F39520 for more details
- ☐ Side loader – SL23 adds 23" length, SL30 adds 30" length. Reference spec F8066 for more details
- ☐ Blower-dryer – adds 33 1/4" to length. Reference spec F40252 for more details (ships separate from dishmachine, contact Hobart Service for installation)
- ☐ Drain water tempering kit (Drain water tempering kit comes standard on the Drain Water Energy Recovery and Advansys models)
- ☐ Flanged feet kit (requires two kits)
- ☐ Internal stainless steel pressure-less 30 kW booster heater field convertible to 15 kW
- ☐ Higher than standard chamber
- ☐ Table limit switch
- ☐ Correctional Institution requirements (contact Hobart for details)
- ☐ PRV & water hammer kit
- ☐ Factory-mounted circuit breakers (contact Hobart for details)

Approved by \_\_\_\_\_ Date \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_

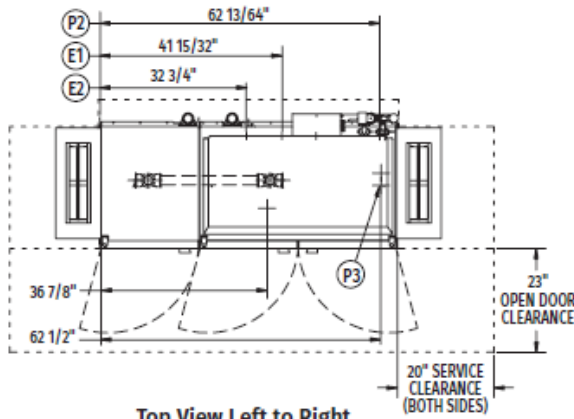




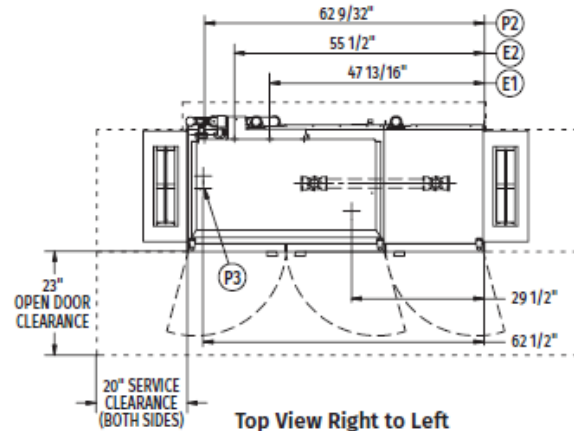
# CLPS66eN-BAS ELECTRIC

## High Temperature Rack Conveyor

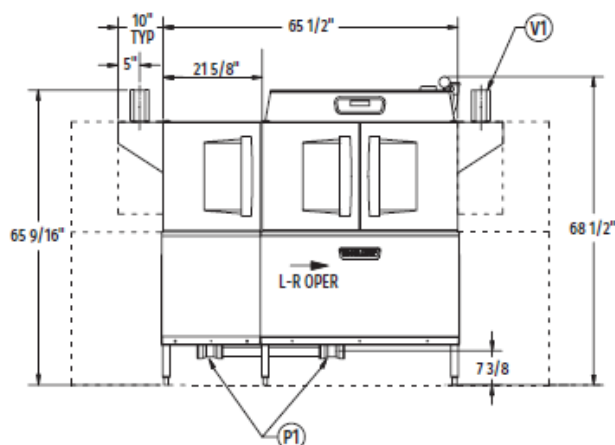
### Dishwashing Machine



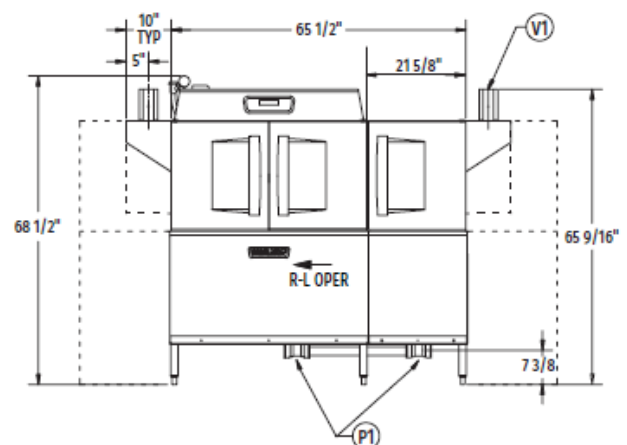
Top View Left to Right



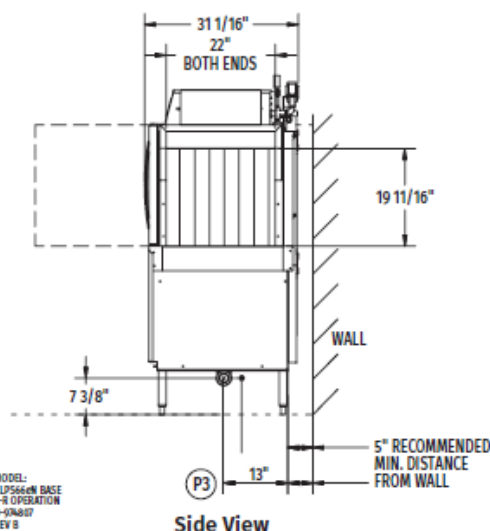
Top View Right to Left



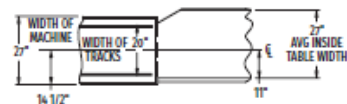
Front View Left to Right



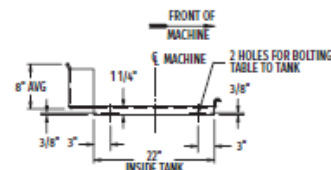
Front View Right to Left



Side View



Suggested Track and Table Layout



View Showing Hole Locations in Turned Down Portion of Table

MODEL:  
CLPS66eN-BAS  
L-R OPERATION  
D-074807  
REV B

MODEL:  
CLPS66eN-BAS  
R-L OPERATION  
D-074806  
REV B



## CLPS66eN-BAS ELECTRIC

### High Temperature Rack Conveyor Dishwashing Machine

#### LEGEND

Electrical Connections	
<b>E1</b>	Motors, controls, and electric tank heat 1-1/4" or 2" conduit, 63-3/4" AFF.
<b>E2</b>	Booster electrical connection 1-1/4" or 2" conduit, 63-3/4" AFF.
<b>NOTE:</b> Common electrical connection (single point) available, see page 4 for details.	
Plumbing Connections	
<b>P1</b>	Drain. May be drained to either side of valve, plug opposite side 2" FPT. Recommend a floor drain minimum of 12" from machine for access and maintenance. 7-3/8" AFF.
<b>P2</b>	Hot water. 1/2" FPT connection. Hot water main 1/2", 11-3/16" AFF.
<b>P3</b>	Optional cold water connection for drain water tempering 1/2" FPT, cold water temperature 80°F, maximum 7-3/8" AFF.
Vent Connections	
<b>V1</b>	4" x 16" Optional vent hoods w/damper optional extended vent hoods w/damper. Load end vent connection – 200 CFM 0.25" water column; Unload end – 400 CFM 0.25" water column.

#### SPECIFICATIONS

##### Capacities

Racks per Hour (NSF rated) .....	202
Wash Tank (U.S. gallons) .....	23
Power Scraper (U.S. gallons) .....	23
Conveyor Speed (feet per minute) .....	5.6

##### Motor Horsepower

Drive .....	1/6
Wash .....	2
Power Scraper .....	2

##### Water Consumption

U.S. Gallons per Hour (maximum use) .....	126
U.S. Gallons per Rack .....	0.62

##### Heating

Tank Heat, Electric (kW) .....	15
Electric Booster (built-in) (kW for 40°F rise) .....	15
Electric Booster (built-in) (kW for 70°F rise) .....	30

##### Venting

Load End (minimum CFM) .....	200
Unload End (minimum CFM) .....	400

Shipping Weight (approximate) .....855 lbs.

Crated Dimensions. ....76"L x 38"W x 78"H

<b>E1</b>	<b>Electrical Connection (3 PH only) Motors, Controls and Electric Tank Heat</b>		
	Voltage	Rated Amps	Minimum Supply Circuit Ampacity
	208/60/3	60.6	80
	240/60/3	58.0	80
	480/60/3	30.6	40
<b>NOTE:</b> Electric tank heat can be split from motors & controls, see page 4 for details.			

<b>E2</b>	<b>Booster Heat 30 kW (Standard) Minimum 110°F Incoming Water</b>		
	Voltage	Rated Amps	Minimum Supply Circuit Ampacity
	208/60/3	83.9	90
	240/60/3	80.2	90
	480/60/3	40.1	50

<b>E2</b>	<b>Booster Heat 15 kW (Field Convertible) Minimum 140°F Incoming Water</b>		
	Voltage	Rated Amps	Minimum Supply Circuit Ampacity
	208/60/3	45.0	60
	240/60/3	40.1	50
	480/60/3	20.0	25

**WARNING:** Plumbing and electrical connections should be made by qualified personnel who will observe all the applicable plumbing, sanitary, safety codes and National Electrical Code.

**Plumbing Notes:** Because of the variation in house-supplied steam and water pressures, steam and water pressure regulating valves (PRVs) may be needed (Water PRV is standard on machines with booster). The PRVs can either be purchased from Hobart or obtained locally.

<b>CLPS66eN-BAS Electric Heat Dissipation</b>	
BTU/HR.	
Latent	Sensible
42,900	18,400
<b>Note:</b> Additional heat dissipation information available on F40459.	



## CLPS66eN-BAS ELECTRIC

High Temperature Rack Conveyor  
Dishwashing Machine

### COMMON ELECTRICAL CONNECTION (SINGLE POINT) – CONTACT FACTORY FOR ADDITIONAL INFORMATION

Common Electrical Connection (Includes Motors & Controls, Electric Tank Heat, & Electric Booster Heater)						
Voltage	MACHINE AND 15kW BOOSTER			MACHINE AND 30kW BOOSTER		
	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	106	125	125	145	175	175
240/60/3	98	110	110	138	150	150
480/60/3	51	60	60	71	90	90

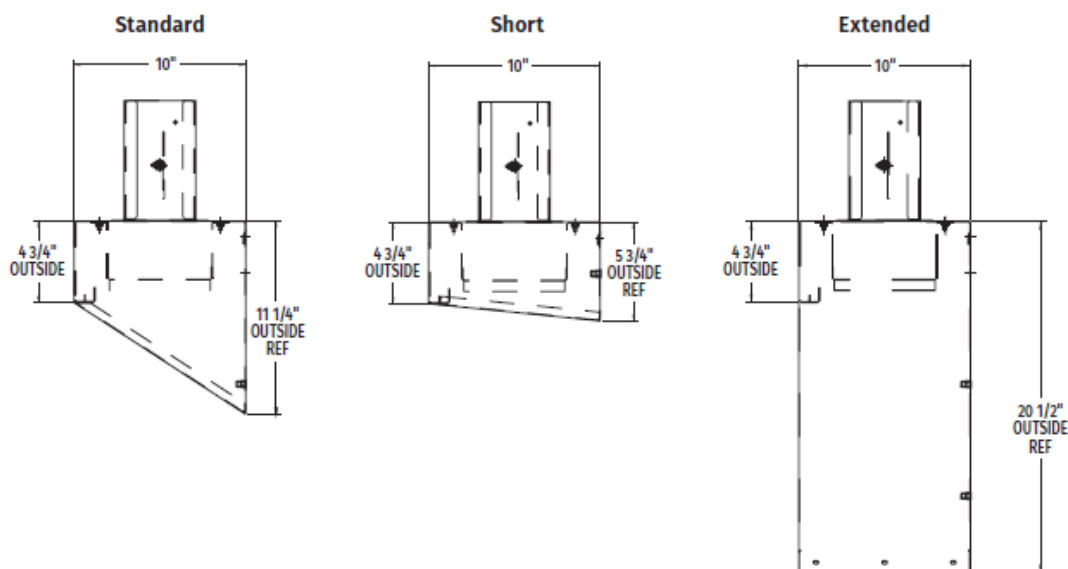
### FIELD CONVERTIBLE SERVICE CONNECTIONS

Service connections for motors, controls, and electric tank heat can be split as necessary for installation.

Separate Service Connection for Electric Heat			
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	45.0	60	60
240/60/3	43.0	60	60
480/60/3	22.0	30	30

Separate Service Connection for Motors & Controls			
Voltage	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Protective Device
208/60/3	15.6	20	20
240/60/3	15.1	20	20
480/60/3	9.1	20	20

### VENT HOOD OPTIONS



As continued product improvement is a policy of Hobart, specifications are subject to change without notice.

### Photos of Existing Dish Machine at Heritage Middle School

The photos below show the existing dish machine that is to be removed and delivered to the district Facilities Center by awarded vendor for future salvage by the District.









**ITEM #2**

QTY. (1 REQ'D)

**BOOSTER HEATER**

Hatco C54 Booster heater 480/60/3 or Hubbell J654 with slide brackets to mount underneath clean dish table.

- 1. Turnkey Installation - Installation shall include removal of the existing unit. Deliver, uncrate and set new units in place. Reuse the existing vent hoods/ductwork along with the existing dish tables. Provide final plumbing and electrical connections. The school must provide all proper electrical and mechanical rough-ins within 5' of the unit.**

Alternate manufacturer to be approved by district prior to bid or pending award.

**Delivery and Install Location:**

Heritage Middle School

600 W Kansas St

Liberty, MO 64068

(There is not a loading dock available at Heritage Middle School)



ITEM#



## COMPACT ELECTRIC BOOSTER WATER HEATERS

Models C-4, -5, -6, -7, -9, -12, -13, -15, -17, -18, -24, -27, -30, -36, -39, -45, -54, -57

The Hatco Compact Electric Booster Water Heater provides all the 180°F (82°C) final rinse water required to sanitize and flash-dry dishes and flatware.

### FLEXIBILITY

The space saving Compact is easy to install next to the dishwasher with slide brackets or on 6" (152 mm) legs. The storage capacity is 6 gallons (23 liters).

### QUALITY

The following features assure the finest performance for years to come:

- All models include a Castone® lined tank with a 10-year limited warranty.
- Features include a temperature/pressure relief valve, a pressure reducing valve, two temperature/pressure gauges, a high-temperature limit control, pilot indicator light, on-off switch, and a low-water cut-off to prevent element burnout due to a low water condition.
- Available with slide brackets for mounting under a dishtable.
- Each booster has fiberglass insulation to minimize heat loss.
- Hatco electric booster heaters are factory pre-plumbed and pre-wired with calibrated immersion thermostat and high-temperature limit switch.
- A stainless steel front panel and powder-coated silver-gray hammertone body is standard on all Compact models.
- Swing-away front panels with low-water cut-off, control fuses and transformer allow quick access to probes and elements for easier serviceability.



Model C-24 on 6" (152 mm) legs



Model C-18 on 6" (152 mm) legs



Water Temperature Recovery Table

Compact Model	40°F (22°C) Rise	70°F (39°C) Rise
C-4	40 gph ( 151 lph)	23 gph ( 87 lph)
C-5	50 gph ( 189 lph)	29 gph ( 110 lph)
C-6	60 gph ( 227 lph)	34 gph ( 129 lph)
C-7	70 gph ( 265 lph)	40 gph ( 151 lph)
C-9	90 gph ( 341 lph)	52 gph ( 197 lph)
C-12	120 gph ( 454 lph)	69 gph ( 261 lph)
C-13	135 gph ( 511 lph)	77 gph ( 292 lph)
C-15	151 gph ( 572 lph)	86 gph ( 326 lph)
C-17	173 gph ( 655 lph)	99 gph ( 375 lph)
C-18	181 gph ( 685 lph)	103 gph ( 390 lph)
C-24	241 gph ( 912 lph)	138 gph ( 522 lph)
C-27	271 gph (1026 lph)	155 gph ( 587 lph)
C-30	301 gph (1139 lph)	172 gph ( 651 lph)
C-36	361 gph (1367 lph)	206 gph ( 780 lph)
C-39	391 gph (1480 lph)	224 gph ( 848 lph)
C-45	452 gph (1711 lph)	258 gph ( 977 lph)
C-54	542 gph (2052 lph)	310 gph (1174 lph)
C-57	573 gph (2169 lph)	326 gph (1234 lph)

### WATER QUALITY REQUIREMENTS

Incoming water in excess of 3.0 grains of hardness per gallon (GPG) (.75 grains of hardness per liter) must be treated and softened before being supplied to booster heater(s). Water containing over 3.0 GPG (.75 GPL) will decrease the efficiency and reduce the operating life of the unit.

*Note: Product failure caused by liming or sediment buildup is not covered under warranty.*



HATCO CORPORATION P.O. Box 340500 Milwaukee, WI 53234-0500 U.S.A.  
(800) 558-0607 • (414) 671-6350 • Fax (800) 543-7521 • Int'l. Fax (414) 671-3976  
www.hatcocorp.com • E-mail: equipsales@hatcocorp.com

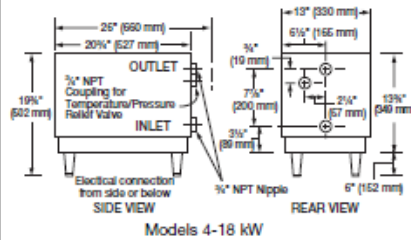
Form No. C-1006(S)

Printed in U.S.A.

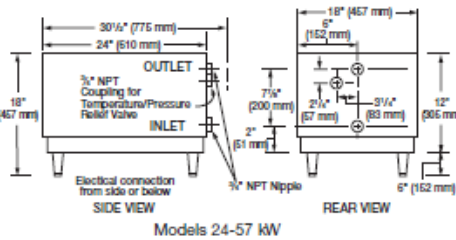


# COMPACT ELECTRIC BOOSTER WATER HEATERS

Models C-4, -5, -6, -7, -9, -12, -13, -15, -17, -18, -24, -27, -30, -36, -39, -45, -54, -57



Models 4-18 kW



Models 24-57 kW

## DIMENSIONS

4kW to 18kW: 13"W x 20 3/4"D (26"i) x 13 3/4"H without legs (330 x 527 (660 mm) x 349 mm).

24kW to 57kW: 18"W x 24"D (30 1/2"i) x 12"H without legs (457 x 610 (775 mm) x 305 mm).

† Includes Temperature/Pressure Relief Valve.

## VOLTAGE

208, 240 and 480 volts available. Export voltages available.

## SPECIFICATIONS

Model	kW	Volts	1-Phase		3-Phase		Shipping Weight
			Amps	Breaker/Fuse Size	Amps	Breaker/Fuse Size	
C-4	4	208	19	30	—	—	105 lbs. (48 kg)
		240	17	30	—	—	
		480	8	15	—	—	
C-5	5	208	24	30	—	—	105 lbs. (48 kg)
		240	21	30	—	—	
		480	10	15	—	—	
C-6*	6	208	29	40	25*	40	118 lbs. (54 kg)
		240	25	40	22*	30	
		480	—	—	11*	15	
C-7*	7	208	34	50	29*	40	118 lbs. (54 kg)
		240	29	40	25*	40	
		480	—	—	13*	20	
C-9*	9	208	43	60	38*	50	118 lbs. (54 kg)
		240	38	50	33*	50	
		480	—	—	16*	20	
C-12	12	208	58	90	33	50	120 lbs. (54 kg)
		240	50	70	29	40	
		480	—	—	14.5	20	
C-13	13.5	208	65	90	38	50	120 lbs. (54 kg)
		240	56.3	90	33	50	
		480	—	—	16.3	30	
C-15	15	208	72	90	41.7	60	120 lbs. (54 kg)
		240	62.5	90	36.1	50	
		480	—	—	18.1	30	
C-17†	17.2	208	—	—	47.9	60	120 lbs. (54 kg)
C-18§	18	208	86.5	125	—	—	120 lbs. (54 kg)
		240	75	100	43.4	60	
		480	—	—	21.7	30	

Model	kW	Volts	Amps	1-Phase		3-Phase		Shipping Weight
				Breaker/Fuse Size	Amps	Breaker/Fuse Size	Amps	
C-24	24	208	115.4	150	67.7	90	—	142 lbs. (64 kg)
		240	100	125	57.8	90	—	
		480	—	—	29.9	40	—	
C-27	27	208	129.8	175	75	100	—	142 lbs. (64 kg)
		240	112.5	150	65	90	—	
		480	—	—	32.5	50	—	
C-30	30	208	144	200	83.3	125	—	142 lbs. (64 kg)
		240	125	175	72.3	100	—	
		480	—	—	36	50	—	
C-36	36	208	173	225	100	125	—	142 lbs. (64 kg)
		240	150	200	86.7	125	—	
		480	—	—	43.3	60	—	
C-39	39	208	187.5	250	108	150	—	142 lbs. (64 kg)
		240	163.5	225	94	125	—	
		480	—	—	47	60	—	
C-45*	45	208	—	—	125	175	—	142 lbs. (64 kg)
		240	188	250	108	150	—	
		480	—	—	54	70	—	
C-54**	54	208	—	—	150	200	—	142 lbs. (64 kg)
		240	—	—	130	175	—	
		480	—	—	65	90	—	
C-57**	57	208	—	—	158.4	225	—	142 lbs. (64 kg)
		240	—	—	137.3	200	—	
		480	—	—	68.6	90	—	

\* Only 6, 7, & 9kW Models, 208 and 240 volts only, can be field converted to single phase (units are shipped 3-phase open delta). Larger branch circuit required than for balanced 3-phase of equal kW. (Balanced 3-phase available, consult factory.)

† 17.2kW models available in 208V 3-phase only.

§ 18kW models not available in 208V 3-phase.

• Not available in 208V single phase.

\*\* Not available in 208V or 240V single phase.

## OPTIONS (NOT FOR RETROFIT)

- ☐ All Stainless Steel Body and Base
- ☐ Slide Brackets (In lieu of Standard 6" (152 mm) Legs)
- ☐ Adjustable Stainless Steel Legs 6" to 7" (152 to 178 mm)
- ☐ Brass Pressure Reducing Valve with Bypass

- ☐ Floor Mounting Hardware
- ☐ Security Package

## ACCESSORIES

- ☐ Blended Phosphate Water Treatment System
- ☐ Shock Absorber - To Reduce Water Hammer

## PRODUCT SPECS

### Electric Booster Water Heater

The Electric Booster Water Heater to supply the final 180°F (82°C) rinse for the dishwasher shall be a Compact Model ....as manufactured for commercial use by the Hatco Corporation, Milwaukee, WI 53234 U.S.A.

The booster shall have the capacity to heat ....gph (lph) from 120°F to 180°F (49°C to 82°C) and it shall be rated at ....kW, ....volts, ....phase. The tank shall be designed for a working pressure of 150 psi (1034 kPa) and hydrostatically tested at 300 psi (2069 kPa) with a Hatco Castone® lining.

The heater shall be complete with all internal plumbing, including 3/4" NPT pipe and fittings for inlet and outlet. All controls shall be built-in, including contactors and prewired in accordance with

UL #1453 and 422.11 NEL 2002. Proper surface mounting circuit breaker or fused disconnect switch shall be provided by electrical contractor.

Electric heating elements shall be metal sheathed, controlled by an ambient compensating immersion thermostat. The booster shall be protected with high-temperature limit switch (ECO) and low-water cut-off.

The heater shall consist of stainless steel front and silver-gray hammertone body with standard 6" (152 mm) legs (or stainless steel body, base, and stainless steel adjustable legs).

The heater shall include a temperature/pressure relief valve, high-temperature pressure reducing valve with bypass, and two indicating temperature/pressure gauges.

HATCO CORPORATION P.O. Box 340500 Milwaukee, WI 53234-0500 U.S.A. • (800) 558-0607 • (414) 671-6350  
Fax (800) 543-7521 • Int'l. Fax (414) 671-3976 • www.hatcocorp.com • E-mail: equipsales@hatcocorp.com



## Photos of Existing Booster Heater at Heritage Middle School

The photos below show the existing booster heater that is to be removed and hauled off by awarded vendor.







## **BID RESPONSE FORM**

### **ADDENDA ACKNOWLEDGEMENT:**

The undersigned acknowledges receipt of the following addenda; list by number and the date appearing on Addenda. If Applicable.

#1 \_\_\_\_\_ Date: \_\_\_\_\_ #2 \_\_\_\_\_ Date: \_\_\_\_\_ #3 \_\_\_\_\_ Date: \_\_\_\_\_

### **COST PER ITEM AS DESCRIBED IN THE SPECIFICATIONS ABOVE:**

#### **ITEM #1 - QTY. (1) DISHWASHER, CONVEYOR TYPE. HOBART MODEL CLPS66eN**

\$ \_\_\_\_\_ each

ESTIMATED LEADTIME OF UNITS ARO \_\_\_\_\_

NAME OF DELIVERY AND INSTALL COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Alternate Bid: Make \_\_\_\_\_

Model \_\_\_\_\_

#### **ITEM #2 - QTY. (1) BOOSTER HEATER, HATCO MODEL C54 480/60/3 OR HUBBELL J654 WITH SLIDE BRACKETS TO MOUNT UNDERNEATH CLEAN DISHTABLE**

\$ \_\_\_\_\_ each

ESTIMATED LEADTIME OF UNITS ARO \_\_\_\_\_

NAME OF DELIVERY AND INSTALL COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Alternate Bid: Make \_\_\_\_\_

Model \_\_\_\_\_

**NO BID RESPONSE FORM****(ONLY PROVIDE IF NOT BIDDING THIS PROJECT)**

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

**BID NUMBER:** DISH MACHINE REPLACEMENT – HERITAGE MIDDLE SCHOOL; ITB 007-024

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Please Note:**

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

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

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

**COMMENTS:** \_\_\_\_\_

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

**Submitted By:** \_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title/Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date