

REQUEST FOR PROPOSAL

“ICE CREAM PRODUCTS”

RFP NO. 004-024

NOTICE

The Liberty Public School District #53 (District) will accept proposals for a “Ice Cream Products” as described in the attached request. Qualified organizations (Respondent) are invited to submit eight (8) copies of a proposal as described herein.

PROPOSAL SHALL BE LABELED

“PROPOSAL- “ICE CREAM PRODUCTS”

AND ADDRESSED TO:

Rachel Naumann, Purchasing Agent
Liberty Public School District #53
801 Kent S
Liberty, MO 64068

PROPOSAL MUST BE RECEIVED BY:

“JANUARY 9, 2024 at 2:00 PM CST”

Questions may be directed to Rachel Naumann

Phone: 816-736-5293

Email: rachel.naumann@lps53.org

General District Information

www.lps53.org

TABLE OF CONTENTS

Certification Form

Part I: Introduction

- Purpose
- Information and Clarification About the District
- Timeline for Process

Part II: Scope of Services

Part III: Review and Selection

- Selection Criteria
- Review Process

Part IV: Proposal Submittal Guidelines

- A. Cover Letter
- B. General Qualifications
- C. Key Staff
- D. Project Specific Approach
- E. References
- F. Item Info, Pricing, & Equipment

Part V: Required Forms (for awarded vendor only)

- Felony Conviction Notification
- Federal Work Authorization Program (E-Verify) Addendum
- Federal work Authorization Program Affidavit

Part VI: Services Contract (for awarded vendor only)

LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

“ICE CREAM PRODUCTS”

RFP NO. 004-024

CERTIFICATION FORM

The Liberty Public School District #53 (District) will accept proposals for a “Ice Cream Products” as described in the attached request. Qualified organizations (Respondent) are invited to submit eight (8) copies of a proposal as described herein.

PROPOSALS SHALL BE LABELED

“PROPOSAL- “ICE CREAM PRODUCTS””

AND ADDRESSED TO:

Rachel Naumann, Purchasing Agent
Liberty Public School District #53
801 Kent Street
Liberty, MO 64068

PROPOSALS MUST BE RECEIVED BY:

“JANUARY 9, 2024 at 2:00 PM CST”

The Liberty Public School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is required to complete, sign and return this form with the proposal.**

Company Name

Print Name

Street/City/State/Zip

Signature

Telephone #

Date Tax ID#

E-Mail

Entity Type

PART 1: INTRODUCTION

PURPOSE

The Liberty Public School District (“LPSD”) is seeking to solicit proposals and select a vendor who can supply Ice Cream Products to the Liberty Public School District (LPSD). Qualified vendors must be able to provide the proper storage/merchandising equipment and service/maintenance of that equipment as well as be able to provide marketing materials for the 17 school sites to use to promote the products. All purchases of ice cream products will be in accordance with applicable state and federal laws governing federally funded child nutrition programs. Therefore, the vendor must have a variety of products that meet national Smart Snack standards and have a reliable availability. It is the intent of the District that the Vendor for Ice Cream Products would be a supplier of ice cream products for school food and nutrition operations. The goal is to enter a one (1) year contract with the option to renew for another four (4) one-year terms.

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

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

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

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

Enrollment, October 2023	Early Childhood Center	298
	Elementary	5,550
	Middle School	3,093
	High School	<u>3,849</u>
	TOTAL	12,790
Total Staff	Administrative Staff	79
	Support Staff	806
	Teacher Staff	<u>937</u>
	TOTAL	1,822

TIMELINE FOR PROCESS

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

Request for Proposals Issued	Thursday, December 14, 2023
Vendor Questions due to District	Thursday, January 4, 2024 by 3:00 PM CST
Proposals Due	Tuesday, January 9, 2024, by 2:00 PM CST
Potential Interviews	TBD If Needed
Proposed Recommendation to Board	Tuesday, January 23, 2024
Proposed Notice to Proceed	Wednesday, January 24, 2024

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

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PART II: SCOPE OF SERVICES

The awarded Vendor for Ice Cream Products will charge the District a fixed price for products. This fee to the District will include all costs that are associated with the contract. When these products have been awarded and approved by the District, the Vendor will order, receive, and store the products and distribute these products as directed by the District. Purchase orders will be used to facilitate payment.

In accordance with Federal requirements 210.21 Procurement, the school food authority (LPSD) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - a. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school foodservice account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - b. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
2. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
3. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
4. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
5. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditure. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food

service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

The Vendor shall inform the District immediately of any market changes concerning supply and demand that may affect pricing and/or distribution and advise the District as such in order to make the most economical decisions for the District.

While procuring and researching products, the Vendor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely and accurate cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the District.

AWARDED VENDOR RESPONSIBILITIES

- a. Offering services described herein at a fixed fee per case for delivered product
- b. Providing freezer merchandisers to store/display product. These should be kept in good, working condition at all times. District must have a contact person provided by the Vendor for all service needs.
- c. Providing marketing materials for all sites to use/display for retail purposes.
- d. Competitively bidding products on behalf of the District using the District's specifications and distributions/delivery of those products
- e. Delivering weekly to approximately 17 school sites
- f. Delivering emergency products as needed

The District's intent is to provide the Vendor for Ice Cream Products accurate, timely forecasting and fulfill purchase of forecasted volumes. It is expected that the awarded Vendor will work in good faith with the District in all efforts related to cost savings realized as a result of the forecasting process. It is recognized that, in the food supply chain process, economics of scale are not the only cost opportunities that may arise. The District is interested in partnering with a Vendor who may introduce other cost savings concepts that will be to the benefit of all parties.

Food-safety and availability will be paramount. The selected Vendor will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. The District's expectations are that the Vendor selected shall already have in place systems to maintain a high-quality program for warehousing and distribution. The Vendor must assure that: first-in, first-out inventory principles are used; an HACCP (Hazard Analysis Critical Control Point) system is in place; a Cold Chain Management System is in place; product shelf life is monitored, products are free of damage; correct products and quantities are "picked" and delivered on the correct day and time; the correct price is charged, product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; supplier/FDA-initiated food recalls are promptly reported, and salvaged products are not delivered.

Specifications as written meet all entity's admissible specified requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The LPSD reserves the right to make final decisions on comparable items as approved equals. Items delivered must be exact brand and specification as reviewed and awarded, or must be approved as equal according to the procedures outlined in this proposal.

DELIVERY TIMES AND PLACES:

Prices quoted shall be for delivery to all delivery sites in the district as shown in RFP and Contract Requirements Section, Item J. All drop sites require deliveries for the length of the contract. Deliveries shall be ordered in full-case quantities whenever possible.

Delivery Schedule: The successful Vendor shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from week to week. Deliveries shall be made in accord with the frequency and hours designated in RFP and Contract Requirements Section, Item J. All deliveries must be completed by 10:00am to avoid lunch meal service. When holidays or closed days fall on a schedule delivery day, deliveries shall be made on the next school day unless otherwise instructed by the school district officials.

If delivery is delayed, LPSD Nutrition Services Office must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Vendor may be expected to reimburse the District for any overtime pay incurred by District personnel receiving the delivery.

Whenever a Vendor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Vendor's control, it shall be the Vendor's responsibility to promptly notify the District.

Supplier(s) shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement COVID-19 protocols, anytime an employee is on District property.

If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier services, with or without prior notice.

Under Missouri law, any individual entering the premises or engaging the services of the Liberty School District waives all civil liability against the individual or entity for any damages based upon the inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

Delivery Procedure: All the Vendor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District and other officials at the discretion of the District. Products shall be maintained at proper temperatures throughout the supply chain when received by the Districts' ordering school.

The Vendor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Vendor's name shall be prominently displayed on delivery vehicles the Vendor utilizes to conduct business on the District's school campuses.

Drivers and helpers shall deliver merchandise into designated storage areas (merchandiser or freezer) at each school accompanied by a designated school employee, unless predawn deliveries are made.

All shipments are subject to inspection and approval upon arrival at the District’s ordering school. The District reserves the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.

Delivery Personnel: All Vendor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The District shall notify the Vendor of any chronic problems with delivery personnel. The District reserves the right to require a change in service or management representation if the conduct by the Vendor’s personnel, in the opinion of the District, is unprofessional.

All Vendor employees shall bear and be able to present proper identification upon request. The Vendor’s delivery personnel shall be well groomed, and at all times, wearing a Vendor uniform that denotes the Vendor and employee’s name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the District. The Vendor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

Delivery Failure: The expectation is that the Vendor guarantees delivery on the days designated. If the Vendor fails to deliver an order, the District will be notified immediately in order to make corrective actions, such as making a special delivery to the District, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Vendor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Vendor be unable to resolve any delivery issues internally.

Building Name and Address

South Valley Middle School	1000	Midjay Dr	Liberty	64068
Franklin Elementary School	201	W Mill St	Liberty	64068
Lewis & Clark Elementary School	1407	Nashua Rd	Liberty	64068
Shoal Creek Elementary School	9000	NE Flintlock Rd	Kansas City	64157
Liberty Senior High School	200	Blue Jay Dr	Liberty	64068
Liberty Oaks Elementary School	8150	N Farley Ave	Kansas City	64158
Heritage Middle School	600	W Kansas St	Liberty	64068
Liberty Middle School	1500	S Withers Rd	Liberty	64068
Discovery Middle School	800	Midjay Dr	Liberty	64068
Manor Hill Elementary School	1400	S Skyline Dr	Liberty	64068
Warren Hills Elementary School	1301	Camille St	Liberty	64068
Ridgeview Elementary School	701	Thornton St	Liberty	64068
Lillian Schumacher Elementary Sch.	425	Claywoods Parkway	Liberty	64068
Kellybrook Elementary School	10701	N Eastern Ave	Kansas City	64157
Alexander Doniphan Elementary Sch.	1900	Clay Dr	Liberty	64068
EPIC Elementary School	650	Conistor Ln	Liberty	64068
Liberty North High School	1000	NE 104th St	Liberty	64068

ITEM SUBSTITUTIONS AND SHORTAGES:

The Vendor shall accommodate all orders. Vendor must have items stocked and available to fill orders beginning the first week of August for the school year. Specified products awarded must be the product delivered. No unauthorized substitutions will be accepted. Approved substitutions will be calculated as shortages. The District shall work closely with the Vendor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.

The District must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Vendor will have a designated contact for weekly monitoring of substitutions and/or shortages. **Substitutions may be made only upon prior approval of the District's Department of Nutrition Services.** The decision on substitutions will be made by the District, based on cost, intended use for the menu, and customer acceptance. Substituted products must be equal to or superior to the item bid and shipped at no more than the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the bid item is a house brand, the district must be notified when the packer of the house brand changes. A monthly report of all substitutions and the corresponding price charged must be provided.

All substitutions should be noted on the invoice. Out of stock items should be labeled "out of stock" on the invoice and the item approved for substitution must be labeled "substitution" on the invoice. In addition, the originally ordered product should be left on the invoice and show zero (0) shipped.

The District will provide written documentation to address prolonged fill rate deficiencies. Excessive shortages may be cause for termination of the Contract with the Vendor, and may result in default.

FOOD SAFETY AND RECALLS:

Ensuring the safety of the food supply is critical to the District. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Vendor shall have a process in place to effectively respond to a product recall which should include the following objectives:

1. Provide accurate and timely communication to the District regarding a recall.
2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
3. Streamline the process for reimbursement for recalled products.

PRODUCTS:

The District requires that the Vendor for Ice Cream Products have an effective quality/control assurance program in place with well-established procedures that are followed to ensure a quality Ice Cream Products Program. The District expects that all ice cream product ingredients will be inspected for quality assurance, and that any product that does not appear to be of the highest quality be pulled and replaced before production.

The District reserves the right to determine product selections for the District's program. As the District's product selection requirements change, it may be necessary for the District to require a change in product selections, packaging, and/or delivery locations by the Vendor.

The District shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the District reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.

Expanded Product and Nutrition Information: The Vendor shall provide the District expanded product information to include, but not limited to, product code number, general description of the product, portion or serving size, number of portions per package, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, and serving suggestions.

The Vendor shall also provide the District electronic nutritional information to include, but not be limited to, the list of ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, and soy); portion size in grams, calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items), percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion, and a manufacturer contact telephone number and email address for additional information of needed.

PRODUCT SPECIFICATIONS AND GUIDELINES

All products delivered shall have been processed and packed in accordance with good commercial practices. All products shall meet USDA Smart Snack guidelines outlined below.

To qualify as a Smart Snack, a snack or entrée must first meet the general nutrition standards:

- Be a grain product that contains 50 percent or more whole grains by weight (have a whole grain as the first ingredient): or
- Have as the first ingredient a fruit, a vegetable, a dairy food, or a protein food: or
- Be a combination of food that contains at least ¼ cup of fruit and/or vegetable (for example, ¼ cup of raisins enriched with enriched pretzels); and
- The food must meet the nutrient standards for calories, sodium, fats, and total sugars.

USDA's Standard for Smart Snacks In School Program (see link below)

<https://www.fns.usda.gov/tn/guide-smart-snacks-schools>

OVERALL REQUIREMENTS

All ice cream products must be produced in compliance with the conditions, regulations, and requirements of USDA FNS, DPI, and SFA's local governing agency for operating the School Nutrition Programs.

The overall requirements for ice cream furnished and delivered to the SFA are as follows:

1. The District requires that the Ice Cream Vendor have an effective quality/control assurance program in place with well-established procedures that are followed to ensure a quality Ice Cream Program. The District expects that all products will be inspected for quality assurance, and that any product that does not appear to be of the highest quality be pulled and replaced before shipping out to sites. The District expects to be offered #1 product at all times.

2. **Product Freshness:** It is the responsibility of the successful bidder to assure product freshness at all times. Expired or “out of date” product will not be accepted under any condition.
3. **Sanitation:** All ice cream products shall be prepared from first quality materials and produced and warehoused under absolute sanitary conditions, both as to premises and employees.
4. **Packaging Requirements:** All products delivered shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. All products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder.
 - a. Standard commercial packages.
 - b. Securely sealed to insure freshness of the product and protect contents from contamination.
 - c. Packages which are dirty, torn, open, mashed, and/or damaged in any way will not be accepted.

SAMPLES

Samples must be delivered in complete full cases unless requested otherwise by the District.

Send samples to:

LPSD Nutrition Services Department
Attention: Bid Sample – RFP #004-024 Ice Cream Products
801 Kent St
Liberty, MO, 64068

Samples must be submitted Monday - Friday from 8 a.m. to 3 p.m. and must be received by the date requested in order to be evaluated for this proposal period and future renewal periods associated with this Request for Proposal. Samples of new approved or unapproved products are required when called for in the proposal specification.

Samples will be requested only if they meet nutritional requirements. Samples will be requested by category or item and only those samples will be received and only during the time period specified.

Late samples will not be accepted.

Samples may be consumed by children. Refrigerated temperatures must be 33 - 40 °F and freezer temperatures must be hard frozen and below 32 °F upon receipt, as appropriate. Any sample products received above these specified temperature ranges will be rejected.

FIXED FEES:

Approved fixed fees shall be added to product costs to determine the selling prices of products delivered to schools. The fees shall include all services related to purchasing, storing, and delivering items covered by the contract, as well as other indirect and overhead costs, including profit and risk. Fixed fees are **not** subject to change during the RFP period. The only time the fixed

fee add-on will be evaluated for adjustment is during negotiations to exercise the option to extend the agreement another year.

FORECASTING:

LPSD is committed to providing accurate, timely forecasts to awarded Vendor of Ice Cream Products to help guarantee a continuous supply of products. The District follows six-week cycle menus and uses Point of Service software to track actual items selected by students. This increases the accuracy of menu projections and helps enable tracking against projections.

Vendor(s) are required to bid and deliver all items listed, as well as items which may be added later. Any questions concerning a Vendor's capability to bid or deliver an item must be raised with LPSD Nutrition Services Director, Misty Newland at least two weeks prior to RFP opening. LPSD will advise distributor(s) of any volume increases or decreases as often as possible when these increases or decreases occur to insure a smooth flow of product and to assist in eliminating delivery shortages or distributor overstocks.

BID TERMS:

- A. Bidding requires firm annual pricing for products specified.
- B. Cost plus fixed fee is the maximum mark up for items where no bid allowance is available.
- C. If an event or events should occur that, through no fault of the Vendor, would cause an unusual escalation it would be unreasonable to wait until the next scheduled time for a price change, Liberty Public School District Nutrition Services Director will discuss a request for price adjustment(s) at that time.

NON-EXCLUSIVITY:

This RFP does not imply the successful Vendor for Ice Cream Products will have an exclusive contract with Liberty Public School District. Liberty Public School District Nutrition Services reserves the right to purchase ice cream products elsewhere without violating the rights of the successful submitter.

ORDERING:

The Vendor shall be able to receive a file via a secure format mutually agreed upon by the District and the Vendor. The Vendor shall be able to send the same file with date modifications reflecting a suggested order to the District in the same format. The District reserves the right to make changes to the specification with the Vendor as necessary in order to reach mutual compliance.

REPORTS:

The Vendor shall be able to provide, upon request, a full range of reports reflecting the District accounts. The reports need to be provided electronically via email in Excel spreadsheets.

- a. **Vendor must submit a detailed bid document of all proposed items with full item description, pack size, product code, unit cost, extended cost, Buy American Provision compliance, and nutrition data with the proposal.**

- b. By January 15th of each contract year, the District must receive a purchased velocity report detailing all purchases for LPSD, with LPSD numbers identified. This report must be presented in an electronic format that can be manipulated to meet the needs of the district. The velocity report is the actual purchases from July 1 through December 31. Additional velocity reports may be requested as needed.
 - i. Velocity reports shall contain the following information.
 - 1. Item description
 - 2. Pack size
 - 3. Vendor product code
 - 4. Quantity produced
 - 5. Item price

HACCP (Hazard Analysis & Critical Control Points)

Vendor must provide documentation of their HACCP program in place. This shall be submitted as part of the Vendor's proposal. Any changes to the Vendor's HACCP plan shall be communicated to LPSD upon implementation of changes.

“NUTRITION KIT” FORMS and Information:

Proposer must complete and submit the following forms in written and electronic form: Assorted variety products will each require their own “Nutrition Kit” Forms.

- Product Verification Form (located in appendix A) (placed in separate folder with other forms stapled together, product code must match the sample)
- Nutritional Facts Label (located in appendix A) (placed in separate folder with other forms stapled together, product code must match the sample)
- Grains and Meat/meat alternatives must have a CN label or The Production Analysis regarding the specific nutrition information (placed in separate folder with other forms stapled together, product code must match the sample)
- Ingredients Label with the nutrition information and any specific ingredient information that the specification calls for. (placed in separate folder with other forms stapled together, product code must match the sample)
- Product Sample Label (located in appendix A) is to be affixed to each sample case being submitted for consideration, product code must match paperwork (Avoid placing form over case opening to avoid tearing).
- Smart Snacks Product Calculator Result Page

All of the above-referenced forms must be included in three 8 ½ x 11 envelopes labeled “Nutrition Kit” with project name, project number and project manager. A “Nutrition Kit” should be submitted with your original RFP and each of the three copies. The original kit should also include a USB stick. Please save each line item as a separate file by product name and product code on the same USB (only one of the three kits need a USB). Only nutritional information is to be included - price schedule information should NOT be included with the “Nutritional Kits” and may cause

disqualification. Please note that a packet of these forms is required regardless if a sample is required or not for all line items being bid. There needs to be three nutrition kits with hard copies in each.

NEW BID ITEMS AND MARKET CONDITIONS:

Bid pricing on new items may be requested at any time throughout the contract period. Within fifteen (15) days of the request, the Vendor will solicit bid pricing and provide the District with pricing, indicating “bid” or “market” price (if no bid pricing is available). In addition to pricing the Vendor will also disclose to the District order availability, SPO/in-stock, vendor stock number, nutritional information and pack size information as requested.

BILLING:

- A. The Vendor shall enclose a complete invoice with items to be delivered that is checked by the receiving site prior to the Vendor driver leaving the premises. The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number; units, price per unit, and extended price; product origination.
- B. Vendors shall submit statements and claims monthly on mutually agreed upon dates to LPSD Nutrition Services. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net twenty (20) days after the last day of the month.
- C. Credits for incorrectly priced items or returned products should be issued within thirty (30) days and must be accompanied by printed documentation.

SALES TAX EXEMPT:

The Liberty School District, Missouri, is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.

CLARIFICATION DEADLINE:

The Vendor for Ice Cream Products is presumed to completely accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than January 4th, 2:00 PM CST.

In addition, the Vendor must list and outline, in their RFP response, any exceptions to the RFP 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.

Specifications below are intended for guidance and for parameter setting. We are open to deviations from the provided specifications. Please clearly list all specifications with in your proposal that is submitted.

The remainder of this page has been left blank intentionally

PART III: REVIEW AND SELECTION PROCESS

SELECTION CRITERIA

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

- Demonstration of ability to perform requested services, provide equipment, and provide a variety of Smart Snack product options
- Price
- Experience
- Quality of References
- General Responsiveness to RFP

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

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

REVIEW PROCESS

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

PART IV: PROPOSAL SUBMITTAL GUIDELINES

Any proposal packet submitted for RFP #004-024 “Ice Cream Products” must include all items below, A-F, to be considered complete.

A. Cover Letter

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

B. General Qualifications

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

C. Key Staff

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

D. Project Specific Approach

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

E. References

Vendor shall provide a list of three (3) references and any subcontractors, including the names, addresses, and telephone numbers of recent clients, **preferably with at least 2 of the references being public school districts.** Include a list of specific projects associated with each reference; date work was performed, cost and key personnel involved.

F. Item Info, Pricing, and Equipment

Vendor must include a comprehensive list of products available to the District that meet the requested nutritional guidelines. Nutrition Kit information (outlined on page 13) must be included for all items. Please include a cost per case for each item and identify any other recurring or special costs/fees for which the District will be responsible (i.e., delivery and/or equipment/service costs). The vendor must also provide specifications for the storage/merchandising equipment that will be provided to each location.

PART V: REQUIRED FORMS
FELONY CONVICTION NOTIFICATION

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

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

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

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

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official's Name: (Printed) _____

Signature of Company Official: _____

Date: _____

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

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

Accordingly, your company:

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

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

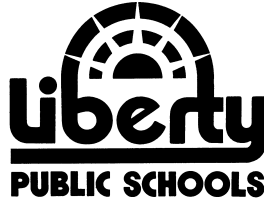
Subscribed and sworn to before me on this ____ day of _____, 200__.

NOTARY PUBLIC

My commission expires:

PART VI: SERVICE CONTRACT –

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



**SERVICES CONTRACT
Between
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 January 24, 2024 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)
 - o Exhibit E (Data Inquiry 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 judgements (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

32. **Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense the following insurance coverage(s), as applicable:

a. Workers' Compensation. As required by Chapter 287 of the Revised Statutes of Missouri, subject employers shall provide workers' compensation coverage in accordance with this law. Contractors shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability/Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to , accounting, architectural, auditing, legal, and medical), then

Contractor shall maintain professional liability/E&O insurance coverage of at least 3,000,000 for each claimant, and at least \$3,000,000 coverage for each incident or occurrence.

- c. General Liability. Contractor shall provide general liability insurance coverage to sufficiently cover events adverse to the objectives of this Contract. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claimant and \$3,000,000 for each incident, or occurrence.
- d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claimant, and \$3,000,000 for each incident, or occurrence.
- e. Other Insurance. District reserves the right to require other insurance (e.g. Builder's All –Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and licensed to do business in Missouri. Contractor alone is responsible for paying all deductibles and retentions. Contractor's coverage shall be primary in the event of loss.
- g. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attached a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

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

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

35. Confidentiality. Contractor agrees that all knowledge and information that it may receive from the 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