



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).

DATE: AUGUST 24, 2023

BID NUMBER: ITB 001-024

BID TITLE: ROAD SALT STORAGE BIN

BIDS MUST: be received on **FRIDAY, SEPTEMBER 8, 2023 at 1:00 PM CST**

BIDS MUST BE DELIVERED TO: Jason Breit, Director of Purchasing
Liberty Public School District 53
Support Service Center
Purchasing Department
801 Kent St.
Liberty, MO 64068

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to Jason Breit at jason.breit@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.

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.

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 001-024, TITLE: ROAD SALT STORAGE BIN

BID PROPOSAL DUE ON: SEPTEMBER 8, 2023 at 1:00 PM CST

FROM: _____

DELIVER TO: LIBERTY PUBLIC SCHOOL DISTRICT
PURCHASING DEPARTMENT
ATTN: JASON BREIT
801 KENT ST.
LIBERTY, MO 64068

BID INSTRUCTIONS

PURPOSE

The purpose of this ITB is to establish an agreement for purchase and construction of a Road Salt Storage Building, as described herein, located at the District Facilities Center within the Liberty Public School District. Liberty Public School District is bidding this scope of work as a “turn key” project and will be awarded a contract to a single contractor to complete every aspect of constructing the storage building.

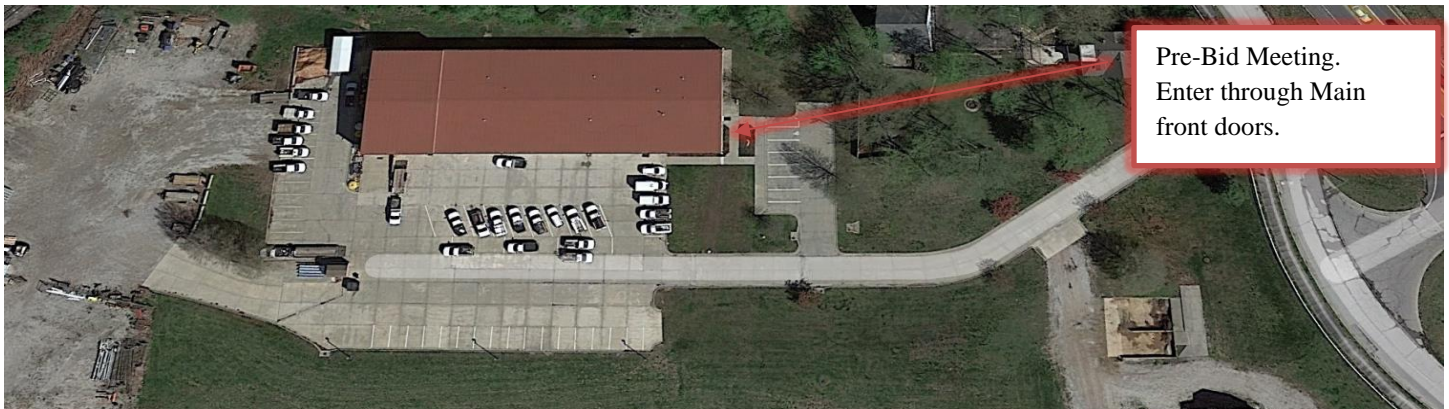
CALENDAR OF EVENTS

| | |
|-------------------------------|---|
| Thursday, August 24, 2023 | Bid Release Date |
| Thursday, August 31, 2023 | Pre-Bid Meeting – 10:00 AM CST |
| Tuesday, September 5, 2023 | Question Deadline – 12:00 PM CST |
| Friday, September 8, 2023 | Submittal of Bid Deadline - 1:00 PM CST |
| Tuesday, September 19, 2023 | BOE Recommendation for Award |
| Wednesday, September 20, 2023 | Vendor Award Notification |

PRE-BID MEETING

A pre-bid meeting will be held at the Facilities Center on Thursday, August 31, 2023 at 10:00 PM CST. The Facilities Center is located at 1138 Southview Drive, Liberty, MO. 64068. The meeting will initially be held in the conference room at this location and then a site walk will be conducted following Q&A. See map below. The point of contact for the meeting is Justin Presson, Project Manager, who can be reached at 816-736-5448. It is highly recommended that all perspective vendors attend the pre-bid meeting in order to fully understand the scope of service being requested. Following the pre-bid meeting at Liberty High School, contractors will be allowed to walk the roofs at LHS, and MHE.

Facilities Center - 1138 Southview Drive, Liberty, MO. 64068



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 Director of Purchasing at jason.breit@lps53.org.

The Vendor must raise any questions regarding the Bid requirements no later than September 5, 2023 at 12:00 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 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.

A Bid Bond and/or Performance Bond is NOT required to be submitted on this project.

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

Bids shall include the following information:

- A. Name, address, and telephone number of Bidder(s). See page 2.
- 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.

TIME OF COMPLETION

Work shall begin on or about September 1, 2023. Work shall be substantially complete, excluding additional projects added to the original scope of work, by December 1, 2023.

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, MO, 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.** 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 and/or best Bid. 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, most responsive and, responsible bid will 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.**

PREVAILING WAGE PROJECT

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.

- Exhibit A (Statement of Work)
- Exhibit B (Felony Conviction Notification Form)
- Exhibit C (Federal Work Authorization Program Affidavit Form)
- 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 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 DSITRICT
8 VICTORY LANE
LIBERTY, MO 64068

Signature

Steve Anderson
Chief Operations Officer

Contractor Printed Name and Title

Date

Date

ATTACHMENT (A) – STATEMENT OF WORK

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: _____

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 _____, 202____.

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)

BID RESPONSE FORM

Owner: Liberty Public School District
Project: Road Salt Storage Building
Project Manager: Liberty Public School District, Justin Presson
Purchasing: Liberty Public School District, Jason Breit

Liberty Public School District is bidding this work as a “turn key” project and will be awarded to a single contractor to complete every aspect of constructing the Road Salt Storage Building.

Name of Bidder: _____

ITB No.: ITB 001-024 Bid Package Title: Road Salt Storage Building

Bid Proposal Amounts:

The undersigned, having examined the Bidding Documents and the site of the proposed Work and being familiar with all the conditions affecting the construction of the proposed Project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workmanlike manner, all Work required by the Contract Documents for the Bid Package Scope(s) of Work identified, at the prices stated below. Stated sums include all profit, overhead, fees, insurance, payroll taxes, payment and performance bonds, and all other charges applicable to materials, equipment, labor and all charges that may levied. This Bid excludes sales tax.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

Addenda:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addendum (number and date):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Base Bid: _____ (\$_____).

PLEASE NOTE: THIS PROJECT IS A PUBLIC PROJECT GOVERNED BY COMPETITIVE BIDDING REQUIREMENTS. THIS BID FORM CANNOT BE MODIFIED, QUALIFIED OR DEVIDATED FROM. TO DO SO COULD RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of Missouri, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

Company Name _____

Address _____ City _____ State _____ Zip Code _____

Telephone _____ E-mail Address _____

Name (Printed) _____

Signature of Authorized Representative: _____

Date _____ Company Type: (i.e. Corporation, LLC. or Other) _____

EXHIBIT A

SCOPE OF WORK

Specific scope of work to be performed:

Scope of work includes, but is not limited to, the following: Liberty Public School District is bidding this package as a “turn key” project and will be awarded to a single contractor to complete every aspect of constructing the Road Salt Storage Building.

Scope of work includes all work associated with the following but not limited to:

DIVISION 1 - GENERAL REQUIREMENTS

| | |
|-----------|--|
| 012500 | Substitution Procedures |
| 012500.01 | Substitution Procedures Form |
| 013300 | Submittal Procedures |
| 014000 | Quality Requirements |
| 014200 | References |
| 014529 | Testing and Inspections |
| 015000 | Temporary Facilities and Controls |
| 016000 | Product Requirements |
| 017300 | Execution |
| 017419 | Construction Waste Management & Disposal |
| 017700 | Closeout Procedures |
| 017839 | Project Record Documents |

DIVISION 3 – CONCRETE

| | |
|--------|------------------------|
| 033000 | Cast-in-Place Concrete |
|--------|------------------------|

DIVISION 5 - METALS

| | |
|--------|--------------------------|
| 051200 | Structural Metal Framing |
|--------|--------------------------|

DIVISION 13 - SPECIAL CONSTRUCTION

| | |
|--------|-------------------|
| 133100 | Fabric Structures |
|--------|-------------------|

DIVISION 31 - EARTHWORK

| | |
|--------|---------------|
| 311000 | Site Clearing |
| 312000 | Earth Moving |

DIVISION 32 - EXTERIOR IMPROVEMENTS

| | |
|--------|--------------------------------|
| 321373 | Concrete Paving Joint Sealants |
|--------|--------------------------------|

Bidder Acknowledgement (Please initial): _____ Date: _____

-Cont.

Site Map of Approximate area Bulk Storage Building will be constructed.



Bidder Acknowledgement (Please initial): _____ Date: _____