



REQUEST FOR PROPOSAL

“WAREWASHING PROGRAM”

RFP NO. 009-024

NOTICE

The Liberty Public School District #53 (District) will accept proposals for a “Warewashing Program” as described in the attached request. Qualified organizations (Respondent) are invited to submit two (2) bound copies marked “Copy”, one (1) unbound original marked “Original”, and one (1) flash drive in PDF format enclosed which contain the Respondent’s entire response of a proposal as described herein.

PROPOSAL SHALL BE LABELED

“PROPOSAL- “WAREWASHING PROGRAM”

AND ADDRESSED TO:

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

PROPOSAL MUST BE RECEIVED BY:

“MAY 7, 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

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LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

“WAREWASHING PROGRAM”

RFP NO. 009-024

CERTIFICATION FORM

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PROPOSALS SHALL BE LABELED

“PROPOSAL- “WAREWASHING PROGRAM””

AND ADDRESSED TO:

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

PROPOSALS MUST BE RECEIVED BY:

“MAY 7, 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 for a food safety and sanitation warewashing program to provide customer service, education, and chemicals for our Nutrition Service Department in the Liberty Public School District (LPSD). Qualified vendors must be able to demonstrate exceptional customer service and have the ability and products to help our District maintain consistent superior sanitation in our 17 school sites with kitchens. All purchases of the warewashing products will be in accordance with applicable state and federal laws governing federally funded child nutrition programs. 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

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	Friday, April 5, 2024
Vendor Questions due to District	Friday, April 26, 2024 by 3:00 PM CST
Proposals Due	Tuesday, May 7, 2024, by 2:00 PM CST
Potential Interviews	TBD If Needed
Proposed Recommendation to Board	Tuesday, May 21, 2024
Proposed Notice to Proceed	Wednesday, May 22, 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 a Warewashing Program 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 invoice 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:

- 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;
 - 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
 - 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;
- 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;
- 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;
- 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

- 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

- Offering services described herein at a fixed fee per case for delivered product
- Providing appropriate customer service to the Nutrition Services Department including a contact person provided by the Vendor for all supply and service needs
- Competitively bidding products on behalf of the District using the District's specifications and distributions/delivery of those products
- Delivering monthly to approximately 17 school sites
- Delivering emergency products as needed
- Providing all necessary equipment that is to be kept in good working condition at all times with a monthly schedule for preventative maintenance and a contact person in the event of any issues
- Providing a set response time for any issues with product/equipment.
- Providing a food safety and sanitation training and education program for the Nutrition Service staff

DELIVERY TIMES AND PLACES:

Prices quoted shall be for delivery to all delivery sites in the district as shown in RFP on Attachment B. All drop sites require deliveries for the length of the contract. Deliveries shall be ordered in full-case quantities whenever possible.

A. DELIVERY SCHEDULE:

The successful Vendor shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from month to month. All deliveries must be completed by 10:00am to avoid lunch meal service disruptions. When holidays or closed days fall on a scheduled 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.

B. 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.

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 at each school accompanied by a designated school employee, unless predawn deliveries are made per prior approval of the Nutrition Service Director.

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.

C. 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.

D. 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.

E. DELIVERY LOCATIONS:

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	425	Claywoods Parkway	Liberty	64068
Kellybrook Elementary School	10701	N Eastern Ave	Kansas City	64157
Alexander Doniphan Elementary	1900	Clay Dr	Liberty	64068
EPIC Elementary School	650	Conistor Ln	Liberty	64068
Liberty North High School	1000	NE 104th St	Liberty	64068

PRODUCTS:

The District requires that the Vendors Warewashing Program have an effective quality/control assurance program in place with well-established procedures that are followed to ensure a quality 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 production.

The District reserves the right to determine product selections for the District’s program. 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. 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 Information: The Vendor shall provide the District expanded product information to include, but not limited to, product code number, general description of the product, pack size, packs per case, and expected use quantity per pack/case.

A. CHEMICALS

Chemical should be non-caustic, non-staining, and a residue free formulation that is biodegradable. Chemicals should dilute in hot or cold, hard or soft water and not be affected by freezing. Primary chemicals required for service include, but are not limited to:

- Dish Machine Detergent
- Rinse Agent/Additive
- “Pot & Pan” Dish Detergent
- Quaternary Agent/Sanitizer
- Delimer/Descaler
- Degreaser
- Laundry Detergent

B. OTHER PRODUCTS

Additional items required to ensure safe sanitation practices include:

- Current SDS sheets for each chemical utilized in our operation
- Sanitizer test strips
- Bottles
- Labels
- Instruction/Procedural Charts
- Dispensing Equipment

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.

PRODUCT 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 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, 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.

SAFETY 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:

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

SERVICE SPECIFICATIONS:

- Monthly service visits to each site pre-scheduled on an approximately 30 working-day rotation. Service should be extended to all sites open for summer feeding, as well. Site visits to include, at a minimum, a comprehensive service check and inspection of ware-washing equipment, as well as:
 - Verify appropriate concentration of dish machine detergent and rinse aid solution and make necessary adjustments;
 - Assess and report dish machine wash and rinse cycles temperatures;
 - Check/adjust wash manifold arms, nozzles, rinse arms, and jets for efficient operation;
 - Check dish machine valves for leakage;

- Assess concentration of ware-washing chemicals dispensed in 3-compartment sinks;
 - Take necessary corrective action and/or report repairs needed for dish machine and/or multi-compartment sink;
 - Review assessment and findings with on-site manager or designee; and
 - Other routine assessments of safety and sanitation.
- Assess on-hand inventory of chemicals to monitor shelf life and to determine usage and adjust inventory, as needed, to ensure successful operations without interruption.
 - Electronically submit reports to the on-site manager, supervisors, and director within 24 hours.
 - Reports should include service date, service time devoted to each site, services provided, and any findings or recommendations for additional service or repair.
 - Inventory replacement and [emergency] response time/service calls within 24 hours.

EDUCATION/TRAINING:

- Service technicians should maintain ServSafe or other food safety and/or sanitation certification, including OSHA compliance/awareness.
- The successful Bidder shall provide introductory and ongoing training to all Nutrition Services staff related to the provided food safety and sanitization solutions, including reports of training/education provided.

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 a Warewashing Program to help guarantee a continuous supply of products. 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.

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—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.

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. VELOCITY REPORTS:

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.

Velocity reports shall contain the following information:

- Item description
- Pack size
- Vendor product code
- Quantity produced
- Item price

B. 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.

BILLING:

A. INVOICES:

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
- Complete listing of items being delivered with:
 - Product item number
 - Units
 - Price per unit
 - Extended price
 - Product origination

B. STATEMENTS:

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
- List each ticket 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 (30) days after the last day of the month.

C. CREDITS:

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.

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.

BID TERMS:

- Bidding requires firm annual pricing for products specified.
- Cost plus fixed fee is the maximum mark up for items where no bid allowance is available.
- 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 a Warewashing Program will have an exclusive contract with Liberty Public School District. Liberty Public School District Nutrition Services reserves the right to purchase Warewashing products/chemicals and food service training/education programs elsewhere without violating the rights of the successful submitter.

CLARIFICATION DEADLINE:

The Vendor for a Warewashing Program is presumed to completely accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than April 16, 2024, 3:00 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 Exceptional Customer Service
 - Scheduled monthly service visits
 - Response time to emergency service calls and requests for product
 - Invoicing/Billing
 - Reporting
 - Other
- Value added services (i.e. Training, On-going education, etc)
- Chemical Inventory Management System
- Experience and References
- Price
 - Cost per gallon or
 - Cost/flat fee
- 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.

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PART IV: PROPOSAL SUBMITTAL GUIDELINES

Any proposal packet submitted for RFP #009-024: Warewashing Program” must include all items below, A-G, 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 methodology and operations to meet the District’s needs with this project. 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, & EQUIPMENT

Vendor must include a comprehensive list of products available to the District that meet the requested guidelines. Please include:

- Cost per case for each item
- Effectiveness of your cleaning products
- Appropriateness of your product for a school food service environment
- Clarity of user instruction and written directions that the vendor will provide
- Identify any other recurring or special costs/fees for which the District will be responsible (i.e., delivery and/or equipment/service costs).

G. EDUCATION & TRAINING PROGRAM OVERVIEW

Vendor must include an overview of the food safety and sanitation education and training that they will be able to provide to the District staff including:

- Fees associated with these services
- Staff training plan for our operation
- Your commitment/preparedness for multi-site training and response plan

H. COMPLETED PRODUCT SPECIFICATIONS WORKSHEET (ATTACHMENT A)

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ATTACHMENT (A) – PRODUCT SPECIFICATIONS WORKSHEET

For each item listed, the successful Bidder should include the following information or a flat fee cost per school site/district. Bid pricing must be firm for duration of contract term. Pricing should include delivery charges. In lieu of cost per case/each chemical, please indicate set cost/flat fee structure below.

*If cost varies by school site based on ADP or other measures, please add attachments to specify individual site cost.

CHEMICAL	ESTIMATED USAGE (YEARLY)	BRAND/PACK SIZE	COST PER UNIT	EXTENDED COST
DISH MACHINE CHEMICALS - 17 Locations				
Dish Machine Detergent	100 (5 gallon)			
Rinse Agent/Additive	112 (5 gallon)			
3-COMPARTMENT SINK and OTHER CHEMICALS - 17 Locations				
Pot & Pan Detergent	62 (4/1 gallon)			
Quarternary Agent/Sanitizer	35 (4/1 gallon)			
Delimer/Descaler	45 (4/1 gallon)			
Degreaser	12 (4/1 gallon)			
Laundry Detergent	22 (50lb box)			
Bleach, 6%	60 (1 gallon)			
TOTAL EXTENDED COST				
SET COST/ FLAT FEE DESCRIPTION			MONTHLY	ANNUAL
Cost per School Kitchen Site*				
Total District Cost				

ATTACHMENT (B) - SERVICE SITES

Bidders must submit a service schedule for all school kitchen sits listed below - subject to approval by the District.

Nutrition Services Main Office

801 Kent St
 Liberty, MO 64068
 (816)736-5375

<p>Liberty Senior High School 200 Blue Jay Dr Liberty, MO 64068 (816) 736-5344 <i>(Lunch ADP 711)</i></p>	<p>Kellybrook Elementary 10701 N Eastern Ave Kansas City, MO 64157 (816) 736-5720 <i>(Lunch ADP 361)</i></p>
<p>Liberty North High School 1000 NE 104th St Liberty, MO 64068 (816) 736-5520 <i>(Lunch ADP 973)</i></p>	<p>Lewis and Clark Elementary 1407 Nashua Rd Liberty, MO 64068 (816) 736-6750 <i>(Lunch ADP 342)</i></p>
<p>Discovery Middle School 800 Midjay Dr Liberty, MO 64068 (816) 736-7328 <i>(Lunch ADP 386)</i></p>	<p>Liberty Oaks Elementary 8150 N Farley Ave, Kansas City, MO 64158 (816) 736-5620 <i>(Lunch ADP 302)</i></p>
<p>Heritage Middle School 600 W Kansas St Liberty, MO 64068 (816) 736-6847 <i>(Lunch ADP 476)</i></p>	<p>Lillian Schumacher Elementary 425 Claywoods Pkwy Liberty, MO 64068 (816) 736-7122 <i>(Lunch ADP 291)</i></p>
<p>Liberty Middle School 1500 S Withers Rd Liberty, MO 64068 (816) 736-5422 <i>(Lunch ADP 399)</i></p>	<p>Manor Hill Elementary 1400 S Skyline Dr Liberty, MO 64068 (816) 736-6771 <i>(Lunch ADP 192)</i></p>
<p>South Valley Middle School 1000 Midjay Dr Liberty, MO 64068 (816) 736-7160 <i>(Lunch ADP 443)</i></p>	<p>Ridgeview Elementary 701 Thornton St Liberty, MO 64068 (816) 736-7007 <i>(Lunch ADP 240)</i></p>
<p>Alexander Doniphan Elementary 1900 Clay Dr Liberty, MO 64068 (816) 736-6703</p>	<p>Shoal Creek Elementary 9000 NE Flintlock Kansas City, MO 64157 (816) 736-7173</p>

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 _____, 20__.

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. This contract if for the vendor’s reference and will only be required to be completed by the awarded vendor for this bid. 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 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