



REQUEST FOR QUALIFICATIONS

GUARANTEED ENERGY PERFORMANCE CONTRACT SERVICES

RFQ NO. 001-025

NOTICE

The Liberty Public School District #53 (District) will accept qualification proposals for Guaranteed Energy Performance Contract Services as described in herein. Qualified organizations (Respondent) are invited to submit four (4) 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. Each original and copies must be marked with all appropriate tabs.

PROPOSAL SHALL BE LABELED

"GUARANTEED ENERGY PERFORMANCE CONTRACT SERVICES"

AND ADDRESSED TO:

Jason Breit, Director of Purchasing
Liberty Public School District #53
801 Kent St
Liberty, MO 64068

PROPOSAL MUST BE RECEIVED BY:

2:00 PM CST, TUESDAY, SEPTEMBER 24, 2024

Questions may be directed to Jason Breit, Director of Purchasing

Email: jason.breit@lps53.org

General District Information

www.lps53.org

TABLE OF CONTENTS

Certification Form

Part I: Introduction

- Timeline for Process

Part II: Scope of Services

Part III: Review and Selection Process

- Selection Criteria
- Review Process

Part IV: Instructions to Respondents

- Table of Contents
- Executive Summary
- Submitting a Response
- Fee's and/or Cost Schedule(s)
- Contract Negotiations

Part V: Required Forms

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

Part VI: Services Contract

LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

REQUEST FOR QUALIFICATIONS

GUARANTEED ENERGY PERFORMANCE CONTRACT SERVICES

RFQ NO. 001-025

CERTIFICATION FORM

The Liberty Public School District #53 (District) will accept qualification proposals for Guaranteed Energy Performance Contract Services as described in herein. Qualified organizations (Respondent) are invited to submit four (4) 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. Each original and copies must be marked with all appropriate tabs.

PROPOSALS SHALL BE LABELED

"GUARANTEED ENERGY PERFORMANCE CONTRACT SERVICES"

AND ADDRESSED TO:

Jason Breit, Director of Purchasing
Liberty Public School District #53
801 Kent St
Liberty, MO 64068

PROPOSALS MUST BE RECEIVED BY:

2:00 PM CST, TUESDAY, SEPTEMBER 24, 2024

The Liberty Public School District reserves the right to reject any and all qualifications proposals, to waive technical defects, and to select the qualifications 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

E-Mail

Entity Type

PART 1: INTRODUCTION

The intent of this Request for Proposal of Qualifications (RFQ) is to solicit qualification proposals from Energy Services Companies (ESCOs). For the purpose of this RFQ, “ESCO” refers to any company that is qualified to provide a turnkey energy conservation program that includes all services listed in this RFQ. Pursuant to Missouri Revised Statute §8.231, responses to this RFQ shall describe the ESCO’s capability to identify the need for, design, install, maintain, monitor, and arrange the financing of a large-scale, comprehensive energy-conservation program that includes the services listed herein.

The District will select the most qualified firm(s) from those submitted, and may request a number of firms to interview.

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 Qualifications Issued	Thursday, September 5, 2024
Vendor Questions due to District	Thursday, September 19, 2024 by 3:00 PM CST
Qualification Proposals Due	Tuesday, September 24, 2024, by 2:00 PM CST
Potential Interviews	Tuesday, October 8, 2024 (Firms are asked to keep this date available for potential interviews)
Proposed Recommendation to Board	Tuesday, October 15, 2024
Service Agreement to Board	Tuesday, November 19, 2024
Proposed Notice to Proceed	Wednesday, November 20, 2024

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

PART II: SCOPE OF SERVICES

For this RFQ, Liberty Public Schools seeks to utilize Missouri Revised Statute 8.231 to engage Energy Services Companies for comprehensive services. These services include the identification, engineering, design, refurbishment, installation, training, and maintenance of approved energy conservation measures for the facilities listed below.

Building Type	Building	Targeted Scope of Work
Elementary	Alexander Doniphan Elementary	Building Envelope
Elementary	Early Childhood Center	LED
Elementary	EPiC Elementary	LED
Elementary	Franklin Elementary	Mechanical, Building Envelope
Elementary	Kellybrook Elementary	LED
Elementary	Lewis and Clark Elementary	LED, Mechanical
Elementary	Liberty Oaks Elementary	LED
Elementary	Lillian Schumacher Elementary	LED
Elementary	Manor Hill Elementary	LED, Mechanical, Building Envelope
Elementary	Shoal Creek Elementary	LED, Mechanical, Building Envelope
Elementary	Warren Hills Elementary	LED
Secondary	Discovery Middle School	Mechanical, Building Envelope
Secondary	Liberty High School	Building Envelope
Secondary	Liberty Middle School	LED, Building Envelope
Secondary	South Valley Middle School	Mechanical, Building Envelope
Support	Distinct Administration Center	LED, Building Envelope
Various	Various Buildings	Solar

Any additional energy conservation measures proposed by the ESCO may also be considered. All measures must be proven, commercially available, and capable of delivering verifiable energy savings. Additionally, all equipment used in this program must receive approval from Liberty Public Schools before installation.

PART III: REVIEW AND SELECTION PROCESS

SELECTION CRITERIA

Proposals will be evaluated by Liberty Public Schools' designated staff. The following will serve as the basic criteria for the selection of the chosen company.

- The qualifications of the Company and the team assigned to the District;
- Total resources of the Company that can be applied to the advantage of the District;
- The scope of services offered and the extent to which they meet or exceed the requirements of the District;
- Comprehensiveness of the project management plan and ability to support the project during design, construction, and performance phase
- Methodology used to calculate and guarantee energy savings
- References from, and experiences of other clients with the Company; and,
- Other factors deemed significant by District officials.

Qualification proposals will be evaluated to determine which firm best meets the needs of the District. While a significant factor, cost will not be a dominant factor. Cost will be particularly important when all the other evaluation criteria are relatively equal.

REVIEW PROCESS

Following the deadline, the selection committee shall evaluate the qualification proposals. The period of evaluation of the proposals may be extended. Firms will be evaluated according to their response to the RFQ. The committee will create a short list of firms and may invite the selected firms to a presentation. 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.

PART IV: INSTRUCTIONS TO RESPONDENTS

In addition to the signed Certification Form (page 3), the responses to this Request for Qualifications (RFQ) will consist of nine (9) specific information subject areas which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title. Liberty Public Schools may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided by any ESCO. Any additional information not specifically requested in this RFQ must be put in a separate Appendix at the end of the response. Additionally, all supplemental materials (brochures, product information sheets, etc.) not specifically tailored to this response must be placed in the Appendix.

Section 1: Cover Letter

The ESCO's proposal must begin with a cover letter that summarizes the proposal, lists the names, telephone numbers, and email addresses of individuals authorized to provide clarifications. The cover letter should also identify the person(s) authorized to conduct final contract negotiations on behalf of the ESCO.

Section 2: Introduction

Table of Contents

The ESCO's proposal should include a Table of Contents referencing each information section of this RFQ. The Table of Contents should be further subdivided to describe information included within each section of the proposal.

Executive Summary

The ESCO will provide an Executive Summary highlighting the ESCO's unique qualifications and capabilities for this project.

Section 3: Company Qualifications & Services

- a) Firm name, address, personal contact
- b) Ownership structure (ties to equipment manufacturers, utility company, etc.)
- c) Mission and Vision of your company
- d) Respond to the following items:
 1. Verify ability to provide 100% Payment & Performance Bond.
 2. Verify ability to provide necessary Insurance Coverage.
 3. List all current or previous litigation/lawsuits in the State of Missouri resulting from the design and/or implementation of a performance or construction contract. Failure to disclose this information will lead to immediate disqualification.
- e) Describe the complete range of services which will be provided by your firm.
- f) Describe your understanding of and/or experience with Missouri Statute 8.231.
- g) Provide a list of your firm's performance contracting projects in the State of Missouri within the last 10 years.
 1. Provide at least 3 references with Missouri School Districts, including name, telephone number, and email address of contacts, brief description of the project, project beginning and ending dates, specific energy conservation measures installed, and project cost and savings.

Section 4: Personnel

- a) Provide a graphical representation (organizational chart) of the participants listed in the ESCO's proposal and their responsibilities in the program.
- b) Attach resumes of all individuals who will have a role in the project.

Section 5: Solution Development

- a) Identify your approach to understanding district facilities, equipment, and needs.
- b) Describe your approach to evaluating, recommending, and designing solutions.
- c) Describe the method used to establish projected savings and how you adapt your analysis to specific projects.
- d) Describe any relationships with manufacturers of energy equipment, including those manufactured by the respondent or listed subcontractors.

Section 6: Project Management

- a) Explain your approach to construction management, including coordination with subcontractors, division of responsibility among project staff, and interaction with Liberty Public Schools representatives.
- b) Explain your approach to selecting and procuring equipment and subcontractors.
- c) Identify your method for addressing scope and/or cost changes that may arise.
- d) Provide a projected timeline for developing and implementing an energy facility improvement project assuming a selection date of November 20, 2024.

Section 7: Performance Management

- a) Describe the methods used in measurement and verification (M&V) of project savings.
- b) Describe monitoring and support methods used after installation to guarantee ongoing savings.
- c) Describe any warranties that may be offered and how they are fulfilled.
- d) Explain your approach to any on-going maintenance services that may be required.
- e) Outline any training proposed.
- f) Verify your willingness to provide a written guarantee that either the energy or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures, adjusted for inflation, within fifteen years, and if not your willingness to reimburse the School District for any shortfall of guaranteed energy cost savings.

Section 8: Financial Information

- a) Describe the resources your firm has available to assist the Liberty Public Schools with financing and funding solutions.

Section 9: Value Added Services

- a) Describe any additional benefits that may result from implementation of a district-wide energy services program and the respondent's added value elements in providing products/services for energy products.

SUBMITTING A RESPONSE

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, respondents should clearly limit responses to the specific criteria in the order listed.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Electronic delivery of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt. Proposals are to be prepared at no cost to the District and will remain the District's property.

FEE'S AND/OR COST SCHEDULE

Detailed fees and/or cost schedule(s) are not requested by the School District as part of this solicitation and are not to be included in your response. Fee's and/or cost schedule information will be requested separately once qualification proposals have been evaluated and a short list of finalists have been identified.

CONTRACT NEGOTIATIONS

The District will attempt to negotiate and contract for the services described in this RFQ solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

PART V: REQUIRED FORMS

FELONY CONVICTION NOTIFICATION

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

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

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

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

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official’s Name: (Printed) _____

Signature of Company Official: _____

Date: _____

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

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

Accordingly, your company:

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

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

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

NOTARY PUBLIC

My commission expires:

PART VI: SERVICE CONTRACT

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



SERVICES CONTRACT
Between
LIBERTY PUBLIC SCHOOL DISTRICT #53
and
CONTRACTOR

Contract No. _____

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

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

CONTRACTOR DATA

Contractor Name: _____

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____ Email: _____

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

Sole Proprietor Corporation Limited Liability Company
 Partnership Nonprofit Corporation Other (describe: _____)

District Point of Contact: _____

Name of Building or Department: _____

Address: _____

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

TERMS AND CONDITIONS

1. **Purpose.** This contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
2. **Term and Termination.** This contract becomes effective on _____ 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 RFQ/ITB/QUOTES solicitation number, e.g. RFQ 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)
 - 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 DSITRICT
8 VICTORY LANE
LIBERTY, MO 64068

Signature

Steve Anderson
Chief Operations Officer

Contractor Printed Name and Title

Date

Date