INVITATION TO BID
"ITB"

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

DESCRIPTION OF BID ITEMS

DATE: **AUGUST 7, 2026**

BID NUMBER: **ITB 001-027**

BID TITLE: **REFRIGERATION EQUIPMENT REPAIR SERVICES**

BIDS MUST be received on or before **THURSDAY, AUGUST 27, 2026 at 2:00 PM CST**

BIDS MUST BE MAILED TO:
Rachel Naumann, Purchasing Manager
Liberty Public School District 53
1142 Southview Dr
Liberty, MO 64068
816-736-5293

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to Rachel Naumann at Rachel.Naumann@lps53.org.

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

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

The remainder of this page has been left blank intentionally.

BID IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS

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

The Liberty Public School District 53, Distribution Center (DC) is a controlled access building. All visitors are required to use the phone at the front entrance to gain access. If you are hand delivering a proposal, notify the Purchasing Department that you have a proposal to deliver via the CALL button found on the main entry vestibule keypad. A record of all deliveries and delivery times will be documented in the Purchasing Department.

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

DO NOT OPEN - SEALED BID - DO NOT OPEN

BID #: **ITB 001-027,** TITLE: **REFRIGERATION EQUIPMENT REPAIR SERVICES**

BID DUE BY: AUGUST 27, 2026 at 2:00 PM CST

FROM: _____

_____

_____

DELIVER TO: LIBERTY PUBLIC SCHOOL DISTRICT
PURCHASING DEPARTMENT
ATTN: RACHEL NAUMANN
1142 SOUTHVIEW DR
LIBERTY, MO 64068

The remainder of this page has been left blank intentionally.

BID INSTRUCTIONS

PURPOSE

The purpose of this ITB is to establish an agreement with a qualified vendor or vendors to provide repair services for commercial refrigeration equipment at various district sites on an as-needed basis. This will include walk-in coolers and freezers and a walk-in merchandiser.

CALENDAR OF EVENTS

Thursday, August 7, 2026	Bid Release Date
Friday, August 21, 2026	Question Deadline – 3:00 PM CST
Thursday, August 27, 2026	Submittal of Bid Deadline - 2:00 PM CST
Tuesday, September 15, 2026	BOE Recommendation for Award
Wednesday, September 16, 2026	Vendor Award Notification

PRE-BID MEETING

A pre-bid meeting will not be scheduled for this bid opportunity. By submitting a bid, the bidder warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been considered in determining the bid price(s). There will be no increase in the contract price based upon a bidder's misunderstanding or lack of knowledge about the intent of the solicitation. Site visits may be set up to visit any or all sites in order to verify scope of services. Please contact Antonio Becerra, Kitchen Equipment Technician, at 816-665-6204 or antonio.becerra@lps53.org to set up site visits.

CLARIFICATION DEADLINE

The Vendor is presumed to completely accept the Bid requirements as stated herein. Bidders having questions concerning ITB terminology, general or specific conditions should submit them in writing to the Purchasing Manager at Rachel.Naumann@lps53.org.

The Vendor must raise any questions regarding the Bid requirements no later than August 21, 2026, 3:00 PM CST so that appropriate information may be researched and made available prior to the bid opening.

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

SPECIAL REQUIREMENTS

The complete Bid Response should be sealed in an envelope or box for delivery to the Purchasing Office of Liberty Public Schools. The Liberty School District will not be held responsible for pricing sheets or materials left out of submittals.

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

ADDENDA

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

BID CONTENTS AND SUBMISSION

Bids shall include the following information:

A. A completed Bid Response Form, found on pages 27-29 of this Invitation to Bid. Failure to fill out the Bid Response Form in its entirety could result in your proposal, at the District's discretion, being deemed nonresponsive.
B. A completed list of References, found on page 26 of this Invitation to Bid.

Vendors must use the Bid Response Form provided for the purpose of submitting quotes and must acknowledge any addenda, give the unit price, extend totals, references, and sign the response form as required in each specific instance. Vendors can find a copy of the District Services Contract included on pages 11-18. The contract is for reference only and is not required for bid submission; a signed contract with all required forms will be required only of the awarded Vendor. If the Vendor does not care to quote, we request that the No Bid Response Form be returned and the reason noted.

EVALUATION

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

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

    a. Overall cost to the District, whether direct or indirect.

    b. Delivery and/or lead-time required for receipt of goods/services.

    c. Completed required forms and ability to meet the requirements of the attached service contract.

2. The timeliness, nature and number of any exceptions taken by the Vendor to the Bid will be considered by the District in evaluating a Response. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's Response.

3. A responsible vendor is one who, in the opinion of the District, possesses the skill, experience, ability, integrity, financial and other resources necessary for providing the supplies, equipment, and/or services. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Response, the District may consider previous dealing with the District, references from the Vendor's customers, inspections of other supplies, equipment, and/or services supplied by the vendor, and may other information the District obtains regarding the Vendor or that the District deems relevant.

SUPPLEMENTAL MATERIALS

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

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

TERM OF CONTRACT

The contract term will be for one (1) year starting on September 16th, 2026, or the date on which the last party signs the agreement. The contract will be renewable after the first year for four (4) additional one (1) year terms contingent upon owner satisfaction and funding availability.

BID EXPIRATION

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

DISTRICT OPTION

A. Select more than one successful Bidder based on price break(s).

B. During the term of this Bid, the District reserves the right to purchase, from the accepted Bidder, additional products, equipment or services at the herein proposed Bid price.

C. The District does not guarantee that any minimum quantity will be purchased from the successful Bidder during the term of this Bid.

BID DELIVERY

The proposal/bid contents and any modifications shall be returned in a sealed envelope addressed to the Purchasing Department, Distribution Center, 1142 Southview Dr, Liberty, Missouri, 64068. **The Bid number and Bid Opening date shall be shown on the face of the envelope, and must be labeled with the vendor's name.** Facsimile telegraph Bids will not be considered. Bids may be modified if sent in a sealed envelope, marked "Revised Bid", and be in the possession of the Purchasing Director by the Bid opening date and time. All prospective Bidders will utilize the attached Bid Form.

Any bid proposal(s) delivered prior to the bid proposal due date must be delivered between the operational hours of 8:00 AM and 3:00 PM CST, Monday through Friday. This excludes major holidays. This is to ensure that Purchasing Department staff is on hand an available to accept bid proposal prior to the official due date and time.

BID REJECTION

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

ACCEPTANCE OF BIDS:

The District reserves the right to accept the Bid that, in its judgment, is the lowest and/or best Bid.

The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.

LATE BIDS

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

MISTAKE IN BIDS

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

NEGOTIATION

A. The District reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial Bid on the most favorable terms possible to the District. However, should only one Bid be received by the District, the District may, but is not obligated to, conduct negotiations with this vendor whose Response, in the opinion of the District, is competitive or may best meet the needs of the District.

B. The District may, but is not obligated to, seek clarification of a Response submitted by a Vendor.

C. If the District chooses to negotiate, negotiation may involve any issue bearing on the Response and may take place after submission of Response and before an award is made. The District reserves the right to follow negotiations with a request for submission of a best and final Response.

AWARD OF THE CONTRACT

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

OTHER VENDOR AGREEEMENTS

A. As required by the **Buy American** provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision)
   a. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product.," is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part210.21(d).
   b. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of ___day (s) in advance of delivery. The request must include the: (a) Alternative substitute (s) that are domestic and meet the required specifications: (i) Price of the domestic food alternative substitute (s); and (ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered (b) Reason for exception: limited/lack of availability or price (include price): (i) Price of the domestic food product; and (ii) Price of the non-domestic product that meets the required specification of the domestic product.

B. **Equal Employment Opportunity**

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of

such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

APPLICABLE FEDERAL RULES

COMPLIANCE WITH LAWS

The preferred vendor shall warrant and certify that in the performance of the resultant agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

DEBARMENT

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

GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS

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

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

Applicable when fixed price is greater than $2,000

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

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

40 U.S.C. 3145 Copeland "Anti-Kickback," Act

1. As prescribed, the act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
2. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

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

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

252.225-7001 Buy American Act

1. Cited in document

Applicable when fixed price is greater than $10,000

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

1. Cited in document

Applicable when fixed price is greater than $30,000

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

Applicable when fixed price is greater than $100,000

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

1. Vendors must maintain compliance with 40 U.S.C. 3702, stating the wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

2. In addition, the requirements of 40 U.S.C. 3704 mandate "each contract in an amount greater than $100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5."

31 U.S.C. 1352 Byrd Anti Lobbying

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

Applicable when fixed price is greater than $150,000

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

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

SERVICE CONTRACT

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

MASTER 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: _____

Representative's Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

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

___ Sole Proprietor ___ Corporation ___ Limited Liability Company

___ Partnership ___ Nonprofit Corporation ___ Other (describe: _____)

District Point of Contact: _____

Name of Building or Department: _____

Address: _____

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

TERMS AND CONDITIONS

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

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

   Check if applicable:

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

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

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

4. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in Exhibit A (Statement of Work).
5. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents.
   - Exhibit A (Statement of Work)
   - Exhibit B (Felony Conviction Notification Form)
   - Exhibit C (Federal Work Authorization Program Affidavit Form)
   - Exhibit D (Federal Work Authorization Program ("E-Verify) Addendum Form

6. **Maximum Total Payment; Invoicing.** The maximum total payment under this Contract is $_____; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an

amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

7. **Other Payment Issues.**
    a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 45 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 it's 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 is 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.

25. **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.

26. **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.

27. **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. 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 $1,000,000 for each incident, or occurrence.

    c. 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 $1,000,000 for each incident, or occurrence.

    d. 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.

    e. 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.

    f. 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 attach a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

28. **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.
29. **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.
30. **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 contract 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.
31. **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.
32. **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.
33. **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.
34. **Entire Contract.** 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.
35. **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/contractor I represent and agree to be bound by its terms.

CONTRACTOR

CONTRACTOR

Signature

Contractor Printed Name and Title

Date

DISTRICT

LIBERTY PUBLIC SCHOOL DISTRICT
8 VICTORY LANE
LIBERTY, MO 64068

Steve Anderson
Chief Operations Officer

Date

ATTACHMENT (A) – STATEMENT OF WORK

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

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

ATTACHMENT (B) - FELONY CONVICTION NOTIFICATION FORM

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

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

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

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and

- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____ (Printed)

Signature of Company Official: _____

Date: _____

ATTACHMENT (C) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

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

_____
NOTARY PUBLIC

My commission expires:

ATTACHMENT (D) – FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

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

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

SCOPE OF WORK

The purpose of this ITB is to establish an agreement with a qualified vendor or vendors to provide as-needed repair services for refrigeration equipment at various district sites. In the event of multiple awards, there is not a guaranteed of minimum volume of work or any exclusive right to all kitchen equipment repair services for Liberty Public Schools. Work assignments will be made based on equipment requiring repairs and vendor specialization, vendor availability, response time, and price. Warranty work completed by an authorized service provider as specified by the manufacturer, installation work completed as specified by the manufacturer or district, and service specified in other bids are outside of the scope of this bid.

The District operates 18 cafeterias which serve approximately 7,500 meals daily, including breakfast and lunch. Our school cafeterias operate from mid-August through late May. Additionally, a summer program is offered during June each year that serves approximately 1,900 meals daily, across 7 sites. Our school-age care program provides a summer camp at a single site in July, serving approximately 450 daily meals during the 20 days of operation.

In addition to the cafeteria sites, there is refrigeration equipment found in select other serving areas, meeting spaces, and classrooms throughout the District that are utilized by District staff and for catering events.

The selected vendor(s) will be responsible for ensuring optimal performance, longevity, and compliance with industry standards. All work is to be performed at District sites, as defined below.

1. All services should be requested by and scheduled with the District Maintenance Office at 816-736-5370.
2. All equipment should be serviced per manufacturer recommendations.

The remainder of this page has been left blank intentionally.

Equipment List:

The equipment list provided below represents the best available information as of the date of this bid. However, this list is preliminary and subject to change based on operational requirements. The final contract shall cover all commercial kitchen equipment used in the District, including any items added or removed during the term. Additions or deletions of equipment during the contract term will be incorporated into the scope of work according to the agreed-upon service rates on the Bid Response Form.

Equipment Description	School	Model Number	Serial Number	Manufacturer Name	Date Placed in Service
Walk in Cooler	Alexander Doniphan Elementary	FW36T811TWNL	30751D2	American Panel	7/1/2010
Walk in Cooler	Discovery Middle School	4030081	W18879	Norlake	7/1/2001
Walk in Cooler	EPiC Elementary	KPC48MOP-2E	410299152DW2	Kolpak	7/2024
Walk in Cooler	Franklin Elementary	IDT816	69461	International	7/1/2005
Walk in Cooler	Heritage Middle School	TK3476-FL	30442MDSY	Thermo Kool	7/1/2016
Walk in Cooler	Kellybrook Elementary	18516S	410004968CLR1	Kolpak	7/1/2008
Walk in Cooler	Lewis & Clark Elementary	FW3678LLTWN1	30717D2	American Panel	7/1/2010
Walk in Cooler	Liberty Middle School	467533	18533	Thermo Kool	7/1/1990
Walk in Cooler	Liberty North High School	LLR LH	410013569CLRB	Kolpak	7/1/2010
Walk in Cooler	Liberty Oaks Elementary	AA16-58CAP	E16H007850012	Norlake	7/1/2005
Walk in Cooler	Liberty Senior High School	TK 34 76 FL	28709/HARD	Thermo Kool	7/1/2010
Walk in Cooler	Lillian Schumacher Elementary	TK-3476-F-R	32701 HARD	Thermo Kool	7/1/2001
Walk in Cooler	Manor Hill Elementary	17500S	10F0676CLR	Kolpak	7/1/2010
Walk in Cooler	Ridgeview Elementary	TK3476FL	25160MDSY	Thermo Kool	7/1/2010
Walk in Cooler	Shoal Creek Elementary	TK3476FL	35839HARD	Thermo Kool	7/1/2001
Walk in Cooler	South Valley Middle School	W16961	2110075	Norlake	7/1/2000
Walk in Cooler	Warren Hills Elementary	18907S	06D837FRZ1	Kolpak	7/1/2006
Walk in Freezer	Alexander Doniphan Elementary	FW36T811TWNL	30751 D-1	American Panel	7/1/2010
Walk in Freezer	Discovery Middle School	DP36X78	MEA25890M	Norlake	7/1/2001
Walk in Freezer	EPiC Elementary	KPC198LZOP-2E	410299152DW1	Kolpak	7/2024
Walk in Freezer	Franklin Elementary	IDT816	69461	International	7/1/2005
Walk in Freezer	Heritage Middle School	TK3476-FL	30442/MDSX	Thermo Kool	7/1/1994
Walk in Freezer	Kellybrook Elementary	18817S	410004968FCR1	Kolpak	7/1/2008
Walk in Freezer	Lewis & Clark Elementary	FW367811TVWL	30717D1	American Panel	7/1/2010
Walk in Freezer	Liberty Middle School	467533	18533	Thermo Kool	7/1/1990
Walk in Freezer	Liberty North High School	FZR LH	410013569FZRA	Kolpak	7/1/2010
Walk in Freezer	Liberty Oaks Elementary	W20351	5040536	Norlake	7/1/2005
Walk in Freezer	Liberty Senior High School	TK3476FL	28709/HARD	Thermo Kool	7/1/2010
Walk in Freezer	Lillian Schumacher Elementary	00TK-3476-F-R	32701 HARD	Thermo Kool	7/1/2001
Walk in Freezer	Manor Hill Elementary	17703S	01F0676FR2	Kolpak	7/1/2010
Walk in Freezer	Ridgeview Elementary	TK3470FL	25160MDSY	Thermo Kool	7/1/2010
Walk in Freezer	Shoal Creek Elementary	TK3476FL	35839HARD	Thermo Kool	7/1/2001
Walk in Freezer	South Valley Middle School	DP3678	MEA25890M	Norlake	7/1/2000
Walk in Freezer	Warren Hills Elementary	18506-S	06D0837CLR1	Kolpak	7/1/2006
Walk in Merchandiser	Liberty North High School	933845ARH	410046597ACLR	Kolpak	7/1/2010

District Sites With Refrigeration Equipment:

SCHOOL	ADDRESS	CITY, STATE, ZIP	PHONE #
Liberty Senior High School	200 Blue Jay Dr	Liberty, MO 64068	(816) 736-5344
Liberty North High School	1000 NE 104th St	Liberty, MO 64068	(816) 736-5520
Liberty Academy	1115 Blackberry Dr	Liberty, MO 64068	(816) 736-5470
Discovery Middle School	800 Midjay Dr	Liberty, MO 64068	(816) 736-7328
Heritage Middle School	600 W Kansas St	Liberty, MO 64069	(816) 736-6847
Liberty Middle School	1500 S Withers Rd	Liberty, MO 64070	(816) 736-5422
South Valley Middle School	1000 Midjay Dr	Liberty, MO 64071	(816) 736-7160
Alexander Doniphan Elementary	1900 Clay Dr	Liberty, MO 64072	(816) 736-6703
EPiC Elementary	650 Conistor St	Liberty, MO 64073	(816) 736-5750
Franklin Elementary	201 W Mill St	Liberty, MO 64074	(816) 736-6715
Kellybrook Elementary	10701 N Eastern Ave	Kansas City, MO 64157	(816) 736-5720
Lewis and Clark Elementary	1407 Nashua Rd	Liberty, MO 64068	(816) 736-6750
Liberty Oaks Elementary	8150 N Farley Ave,	Kansas City, MO 64158	(816) 736-5620
Lillian Schumacher Elementary	425 Claywoods Pkwy	Liberty, MO 64068	(816) 736-7122
Manor Hill Elementary	1400 S Skyline Dr	Liberty, MO 64068	(816) 736-6771
Ridgeview Elementary	701 Thornton St	Liberty, MO 64068	(816) 736-7007
Shoal Creek Elementary	9000 NE Flintlock	Kansas City, MO 64157	(816) 736-7173
Warren Hills Elementary	1301 Camille St	Liberty, MO 64068	(816) 736-5650
District Administration Center	8 Victory Ln	Liberty, MO 64068	(816)736-5300
Distribution Center	1142 Southview Dr	Liberty, MO 64068	(816)736-5350

The remainder of this page has been left blank intentionally.

REFERENCES

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

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Contract Dates: _____

ATTACHMENT (A) - BID RESPONSE FORM

Owner: Liberty Public School District

Project: Refrigeration Equipment Repair Services

Maintenance Manager: Liberty Public School District, Kevin Pace

Purchasing: Liberty Public School District, Rachel Naumann

Liberty Public School District will award this project to vendor(s) based on price, brand specialization, responsiveness, and responsibility, as outlined in the bid document.

Name of Bidder: _____

ITB No.: ITB 001-027 Bid Package Title: Refrigeration Equipment Repair Services

Bid Proposal Amounts:

The undersigned, having examined the Bidding Documents and site of proposed work, if necessary, and being familiar with all the conditions affecting the proposed Project, hereby proposes and agrees to provide all services and work required by the Contract Documents for the Bid Package Scope of Work identified, at the prices stated below. This Bid excludes sales tax.

Addenda:

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

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

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

Repair Services

Contractor shall provide all information listed below concerning as-needed repair services. List "0" for services without a cost. List "n/a" for services not offered.

Normal Business Hours	_____ to _____ (Times) _____(Days)
Off Hours (service tech available)	_____ to _____ (Times) _____(Days)
Trip Charge	$
Labor Rate	$
Off Hours Trip Charge	$
Off Hours Labor Rate	$
Repair Parts Mark Up	_____ (*Circle One)* Percentage, Flat Rate, or Fee Schedule

Please list the cost and description of any charges not listed above: _____

_____

_____

What is your company's typical response time to service requests? _____

_____

Explain if your dispatch office categorizes requests (i.e. critical vs non-critical) and how that affects response times.

_____

_____

_____

Is your company available to take service requests 24/7 (someone is always available)?

(Circle One) Yes No If no, please explain: _____

Does your company complete the vast majority of repairs the same day of the service request or within 24 hours (barring equipment orders, etc.)?

(Circle One) Yes No If no, please explain: _____

Equipment Specialization

Select the equipment brands that your technicians specialize in and/or have certifications for repairing:
(Check all that apply)

__ American Panel

__ International

__ Kolpak

__ Norlake

__ Thermo Kool

Please list any other brands that your technicians specialize in and/or have certifications for repairing: _____

_____

_____

Please list any equipment categories or brands that your technicians are unable to work on: _____

_____

_____

General Agreements:

1. The Bidder agrees that it has had an opportunity to examine the site of the Work and has examined the Contract Documents, and that it has carefully prepared its proposal upon the basis thereof and that it has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that it will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of the Bid.

2. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all bids.

3. Failure to fill out the Bid Response Form in its entirety could result in your proposal, at the District's discretion, being deemed nonresponsive.

4. The Bidder agrees that this Bid shall not be withdrawn or altered for a period of **Sixty (60)** calendar days after the last date scheduled for the submission of bids.

5. By signing this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, collusion, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

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

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

Company Name _____

Address_____ City _____ State ____ Zip Code _____

Telephone _____ E-mail Address _____

Name (Printed) _____

Signature of Authorized Representative: _____

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

NO BID RESPONSE FORM *(Only provide if not bidding this project)*

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

BID NUMBER: REFRIGERATION EQUIPMENT REPAIR SERVICES; ITB 001-027

Company Name: _____

Contact Person: _____

Telephone Number: _____

E-Mail: _____

Please Note:

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

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

____ Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).

____ Unable to meet deadline for responding to above bid number (IFB/RFP).

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond/Insurance requirement(s).

____ Specifications unclear (explain below).

____ Unable to meet insurance requirements.

____ Please remove us from your "Bidders List".

____ Other (specify below).

COMMENTS: _____

_____

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

Submitted By: _____ _____

Name (Printed) Title/Department

_____ _____

Signature Date