REQUEST FOR PROPOSAL

ELECTRONIC EQUIPMENT RECYCLING SERVICES

RFP NO. 001-027

NOTICE

The Liberty Public School District #53 (District) will accept proposals for Electronic Equipment Recycling Services as described in this RFP. Qualified organizations (Respondent) are invited to submit one (1) unbound original marked "Original", and one (1) flash drive in PDF format enclosed which contain the Respondent's entire response. Each original must be marked with all appropriate tabs.

PROPOSAL SHALL BE LABELED:

"PROPOSAL-ELECTRONIC EQUIPMENT RECYCLING SERVICES"

AND ADDRESSED TO:

Rachel Naumann, Purchasing Manager
Liberty Public School District #53
1142 Southview Dr
Liberty, MO 64068

PROPOSAL MUST BE RECEIVED BY:

2:00 PM CST, TUESDAY, OCTOBER 6, 2026

Questions may be directed to Rachel Naumann, Purchasing Manager

email to: bids@lps53.org

General District Information
www.lps53.org

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LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

REQUEST FOR PROPOSAL

ELECTRONIC EQUIPMENT RECYCLING SERVICES

RFP NO. 001-027

CERTIFICATION FORM

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Rachel Naumann, Purchasing Manager
Liberty Public School District #53
1142 Southview Dr
Liberty, MO 64068

PROPOSAL MUST BE RECEIVED BY:

2:00 PM CST, TUESDAY, OCTOBER 6, 2026

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

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is required to complete, sign and return this form with the proposal.

Company Name	Print Name
Street/City/State/Zip	Signature
Telephone #	Date Tax ID#
E-Mail	Entity Type

PART 1: INTRODUCTION

1. PURPOSE

To identify a service provider that will provide logistic services in terms of labor, materials and vehicles to collect, remove, transport, and warehouse the Liberty Public School District's end of cycle equipment as identified by the district. Furthermore, the service provider will provide remarketing services for the School District through various means which include but are not limited to submitting bid invitations to additional asset disposition vendors, direct marketing, or e-commerce for the purpose of yielding the highest return. Items identified as having no resale market or broken are to be de-manufactured and recycled in a matter consistent with all applicable laws. The successful vendor will track and market parts or combine parts in any effort mutually agreed to be in the best interest of the district to return a higher yield.

Since the nature of our replacements is year-round and our ability to store items awaiting pickup is limited, we are seeking service providers that offer the greatest flexibility in providing multiple pickups from our District Distribution Center as requested.

The district is seeking a one-year contract term with the option to renew for four additional one-year terms by amendment signed by both parties. Both parties have the right to cancel the contract with 30 days written notice at any time. In the event of notice being given or the end of the contract term, the successful vendor will make a final offer for unsold items and if not accepted will return the items to the District. The account must be settled by the last day of the agreement.

The District reserves the right to reject any or all proposals received if such action is considered to be in the best interest of the District. This request does not oblige the District to pay any costs incurred by vendors related to submission of proposals in response to this RFP.

2. INFORMATION ABOUT THE DISTRICT

Liberty Public Schools, located within an 85-square-mile area of Clay County, Missouri, serves more than 11,600 K–12 students and 241 pre-K students across 19 campuses, including 11 elementary schools, four middle schools, two high schools, an early childhood center, and an alternative school.

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

3. TIMELINE FOR PROCESS

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

Request for Proposals Issued	Tuesday, September 22, 2026
Vendor Questions due to District	Thursday, October 1, 2026, by 3:00 PM CST
Proposals Due	Tuesday, October 6, 2026, by 2:00 PM CST
Potential Interviews	TBD (If Needed)
Proposed Recommendation to Board	Tuesday, October 20, 2026
Proposed Notice of Award	Wednesday, October 21, 2026
Contract Start Date	October 21, 2026

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

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or 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.

4. SELECTION CRITERIA

All proposals will be evaluated on the following criteria:

- Data Security, Environmental Compliance & Industry Certifications
- Organizational Capacity, Experience & Personnel Qualifications
- Reporting and Audit Capabilities
- Operational Approach, Logistics & Remarketing Strategy
- Cost Structure and Revenue Share

Proposals will be evaluated to determine which firm best meets the needs of the District. While cost and revenue share are significant factors, cost will not be the sole dominant factor in the award determination. Evaluation considerations will include all selection criteria listed above to ensure full compliance, maximum security, and optimal financial return.

5. REVIEW PROCESS

Following the deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Firms will be evaluated according to their response to the RFP.

The committee may create a short list of firms and may invite the selected firms to a presentation. Each team would 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. This is only necessary if the evaluation team decides interviews are needed to better evaluate vendor responses.

6. AGREEMENT TERM

The term of this agreement shall be for one year starting on October 21, 2026. This agreement shall be subject to renewal for (4) consecutive one-year periods after the initial contract period, pending mutual agreement between vendor and the Liberty Public School District.

7. RIGHTS RESERVED

This contract is non-exclusive. The Liberty Public School District reserves the right to sell any district surplus technology equipment (including student and staff devices) via RFP process, online or at public auction at its sole discretion at any time during the life of the agreement. Specifically, this contract excludes major periodic student and staff device refreshes (including multi-year Apple iPad/MacBook device refreshes), which are managed under separate RFP processes and agreements. All proceeds from the direct sale of surplus technology equipment through means, other than the awarded vendor to this RFP, is solely due to the Liberty Public School District.

PART II: INSTRUCTIONS TO RESPONDENTS

1. PROPOSAL REQUIREMENTS AND FORMAT OF RESPONSES

Requirements

Vendors are to reply with information in the following order behind a tab with the following labels; 1a. Organization, 1b. Experience, 1c. Marketing, 1d. Personnel, 1e. Warehouse, 2. Approach, 3. Cost Proposal, 4. Reports & Audit, 5. Requirements, and 6. Documentation. (See section B Format for instructions on pricing information.)

1. **Service Provider's Capability:**

   Organization: State the full name and address of your organization, include the name, address and telephone number of the person in your organization who has primary responsibility for developing this proposal and to whom technical questions may be addressed. How many years the business has operated under this name and location.

   Experience: Proposals shall include a description of the Service Provider's overall experience in handling projects similar in character or scope to this project. A list of not fewer than three different references listing the organization's name, address, telephone number, and contact person shall be included within the proposal. References for other school districts in the Kansas City region are preferred.

   Marketing: Include general information about the distribution channels that you have used in the last 12 months, the number of entities that purchased from your company in the last year, and annual dollars in sales.

   Personnel: Proposals shall identify each member of the proposer's staff who will work on our district's account and the role they will be performing.

   Warehouse: Proposal shall include a description of the Service Provider's warehouse. Please include location and dimensions and a description of how the Liberty Public School District's assets will be securely stored and accounted for.

2. **Approach:**

   Based upon information contained in this Request for Proposal, prospective service providers shall prepare a preliminary work plan identifying point by point the specific tasks they believe to be necessary to accomplish or exceed the objectives / scope of work of the Liberty Public School District. The plan shall detail in a simple and straightforward manner the step-by-step approach the service provider proposes and the rationale for selecting this particular methodology. Provide the expected timeline for remarketing assets once picked up from the District and specific ways your company plans to maximize returns for the District.

3. **Cost Proposal:**

   Provide details of all costs and fees that will be applicable for the district based on the list of typical electronic devices recycled by the District (included in Scope of Work). The District strongly prefers a predictable, standard flat-fee pricing structure (e.g., one fixed rate per item regardless of device type). Vendors must explicitly address the following in their cost proposal:

   a. **Standard Flat Fee** – State your standard flat rate per unit.
      A standard flat fee would be assumed to include the following: loading, transportation, fuel, warehouse handling, inventory/audit, data sanitization, asset tag removal, reporting, remarketing, recycling and Certificates of Recycling/Destruction
      a. Identify any exceptions to the assumed inclusions above.

b. **All-Inclusive & Ancillary Fees** – All-inclusive flat rate pricing is strongly preferred but if impossible, please itemize any potential costs not included in the primary flat rate, including transportation, fuel, data sanitization, recycling and Certificates of Recycling/Destruction, etc.
c. **Alternative Pricing Justification -** If a flat-rate model is not feasible for your firm, explicitly explain why and provide a comprehensive, itemized fee schedule by device category.
d. **Remarketing Revenue/Commission –** State the percentage of gross sale proceeds retained by the vendor and the percentage remitted to the District. Identify any additional fees deducted from the gross sale proceeds before payment to the District.

4. Reports & Audit

Please include a sample of an audit report (as detailed in Scope of Work). If the service provider has a secure web portal to which the District would have access, please provide details about what reports and other functionality that web portal provides. Proposal must include information on how records will be made accessible to the district on the sale of goods (purchaser and transaction info) and protection of monies owed to the District. The District reserves the right to request support information during the life of the contract and up to three years after the contract end date

5. Requirements

The level of assistance and involvement of the Liberty Public School District staff and the space/facility requirements necessary to perform the work should be described in detail.

6. Documentation

Submissions must explicitly confirm active Responsible Recycling (R2) *or* e-Stewards certification, NAID AAA certification, and NIST SP 800-88 standards compliance. Proposers must provide verifiable documentation - including copies of current certificates, facility locations, certificate numbers, and expiration dates – for R2 or e-Stewards and for NAID AAA certification. Bidders must submit a sample Certificate of Destruction and software-generated erasure log to confirm compliance with NIST SP 800-88 data sanitization standards.

a. **Responsible Recycling (R2) [Must hold R2 or e-Stewards]:** Managed by SERI (Sustainable Electronics Recycling International), the R2 Standard is the global standard for responsible used electronics management across the reverse supply chain, from first use to end-of-life.

b. **E-Stewards Certification [Must hold R2 or e-Stewards]:** Created by Basel Action Network, e-Stewards is an accredited, third-party audited certification program for electronics recyclers, refurbishers, and asset managers, based on the e-Stewards Standard which defines best practices for ethical and responsible used electronic equipment management.

c. **NAID AAA Certification:** NAID (National Association for Information Destruction), created the AAA Certification program that is now managed by i-SIGMA (International Secure Information Governance and Management Association). This standard for secure information destruction and IT asset disposition ensures a provider's operational compliance. The program independently audits employee background screening, physical facility security, chain of custody tracking, and technical media destruction processes through both scheduled and unannounced forensic audits.

d. NIST SP 800-88: Federal government publication outlining the exact technical methods required to wipe or physically shred different types of data storage hardware.

PART III: SCOPE OF WORK

Equipment List:

The equipment list below illustrates typical District e-waste but is not exhaustive. Vendors must explicitly state in their proposal any listed equipment, materials, or device categories that they cannot manage or accept. Units may or may not have all peripherals (e.g., cords, mice) accompanying them.

- Computer Monitors
- Televisions, all sizes
- Scanners
- Printers
- CPU Towers
- Media Players
- PDA/Cell Phones
- Peripherals/All Computer Parts
- Modems/Routers/Network Equipment
- Power Supplies
- Power Cords
- Business Telephones
- Laptops
- Hard Drives
- AV Equipment (speakers, mixers, sound consoles, etc)

Scope of Work:

The following is intended to illustrate the types of services that will be required of the service provider. It is not intended to eliminate other services that the service provider believes to be necessary and is able to provide. The actual scope of the work will be determined upon selection of the service provider and shall be mutually agreed upon by both parties.

Required baseline services include the following: loading, transportation, fuel, warehouse handling, inventory/audit, data sanitization, asset tag removal and destruction/de-identification, reporting, remarketing, recycling and Certificates of Recycling/Destruction. These are expanded upon below.

1. The service provider is responsible for scheduling a pickup with reasonable notice of 5 working days. Requests for pickup will come from our Purchasing and Distribution Department and to a lessor frequency the Technology Department. Items will be gathered within the Distribution Center in a central location(s) and in nearly all cases will packed, palletized, and ready for transport.

2. The service provider will be responsible for disposal and recycling services of any item deemed salvage in accordance with all local, state and federal guidelines. For items being recycled we require the proposer to be current with either their Responsible Recycling (R2) or e-Stewards certification and maintain the certification throughout the life of the contract.

3. The service provider will be responsible for properly sanitizing any and all data from magnetic media (Fixed Disk) by performing a National Institute for Standards and Technology's then-current version of NIST SP 800-88 wipe or another mutually agreed upon standard on each item containing magnetic media that comes in with the exception of those drives which are physically damaged or no longer functional and require physical destruction and/or shredding. The service provider will be required to identify the sanitization method used (Clear, Purge or Destroy, as applicable).

4. The service provider will be responsible for cleansing data on cell phones provided.

5. The service provider shall remove and permanently destroy all District asset tags, property tags, serial/inventory labels, barcodes, and any other physical or visual markings identifiable as having belonged to the District (including logos, stickers, and custom property markings) prior to remarketing, transfer, or recycling. The

service provider shall confirm in each monthly disposition report that all District ownership identifiers have been completely eradicated.

6. On the first business day of each month, the service provider shall submit a single, comprehensive monthly report via email to the Purchasing and Distribution Department at purchasing@lps53.org detailing all activity from the preceding month. The monthly report must include an executive cover page summary categorized by asset type (e.g., monitors, CPU towers, laptops, network equipment, printers, cell phones, AV equipment, and parts) and provide itemized line-item details for all equipment handled, including:

    a. **Asset Identification & Specifications:** Date of pickup, District asset tag number, serial number, equipment type, manufacturer, model, and hardware specifications (RAM, processor/processor type, media drives, and hard drive capacity).

    b. **Chain of Custody Documentation:** Complete chain of custody logs, including pickup date, total unit counts, transport logs, facility receipt confirmation, and handler signatures.

    c. **Data Sanitization & Final Disposition:** Date audited/processed, validation of data destruction, exact NIST SP 800-88 sanitization method applied (Clear, Purge, or Destroy), and final disposition status (sold, recycled, or destroyed). Copies of auditable Certificates of Data Sanitization and Recycling must accompany the report.

    d. **Financial Accounting:** Gross sale price per item, applicable standard flat-fee deductions, agreed percentage commission split, and net remittance due to the District.

7. The service provider will provide remarketing services through various means which include but are not limited to submitting bid invitations to additional asset disposition vendors, direct marketing, or e-commerce.

8. The service provider is expected to salvage parts out of non-functioning devices to make other devices whole or to market the parts if a market exists to provide the greatest return for the District.

9. The service provider agrees to pay the District, upon completion of the sale, gross less commission and fees. Net remittance to the District must follow the percentage commission rate and fee schedule submitted in the vendor's Cost Proposal (outlined in Part II). **The District reserves the right to request payment on any balance owed at any time. Payment is to be made within thirty (30) business days of request.**

10. The service provider is responsible for collecting and remitting any sales tax related to the sale of the property provided by the District. The District is not responsible for sales taxes of any kind.

11. Vendor shall provide auditable Certificates of Data Destruction identifying applicable serialized assets and Certificates of Recycling/Final Disposition for recycled equipment.

PART IV: REQUIRED FORMS

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 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: _____

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM FORM

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: _____ Title: _____

For and on behalf of: _____ (company)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT FORM

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20___.

_____
NOTARY PUBLIC

My commission expires: _____

PART V: 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: _____

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: _____

ADDRESS: _____

_____

_____
Signature

_____
Representative: Printed Name & Title

_____
Date

DISTRICT

LIBERTY PUBLIC SCHOOL DISTRICT
8 VICTORY LANE
LIBERTY, MO, 64068

_____
Steve Anderson
Chief Operations Officer

_____
Date