INVITATION TO BID

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: APRIL 26, 2018

BID NUMBER: ITB 012-018

BID TITLE: PLAYGROUND EQUIPMENT INSTALLATIONS BID

BIDS MUST be received on or before MAY 15, 2018 at 1:30 PM CST

BIDS MUST BE MAILED TO: Jason Breit, Director of Purchasing
Liberty Public School District 53
801 Kent Street
Liberty, MO 64068
816-736-5358

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to Jason Breit at jason.breit@lps53.org

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

BIDDER ACKNOWLEDGEMENT

A written original signature in ink is required.

Company Name ____________________________________________
Address_________________________________________ City ___________ State _____ Zip Code ________

Telephone ___________________________ E-mail Address ___________________________ Web Address _______________________

Name (Typed or Printed) ________________________________________________________________

Signature of Authorized Representative: _______________________________________________________

Date________________________

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

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

The Liberty Public School District 53, Support Services Center (SSC) 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 lobby telephone. 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 012-018, TITLE: PLAYGROUND EQUIPMENT INSTALLATIONS BID

BID TO BE PUBLICLY OPENED ON: MAY 15, 2018 at 1:30 PM CST

FROM: __________________________________________
      __________________________________________
      __________________________________________

DELIVER TO: LIBERTY PUBLIC SCHOOL DISTRICT
             PURCHASING DEPARTMENT
             ATTN: JASON BREIT
             801 KENT STREET
             LIBERTY, MO 64068
BID INSTRUCTIONS

PURPOSE
The purpose of this ITB is to establish an agreement for complete installation of playground equipment, playground mulch containment borders, and approved engineered wood fiber mulch under the new equipment as described herein at Shoal Creek Elementary and Lewis and Clark Elementary. The playground equipment packages, containment borders, and wood fiber mulch for both sites have been purchased and are expected to arrive in June or early July 2018. All purchased playground equipment, containment borders and wood fiber mulch will be delivered to both sites upon arrival.

The term “Bid” means this Invitation for Bid, the term “Vendor” or “Bidder” refers to one who submits a bid in response to the Bid, and the term “Response” means the Bid Response of the Vendor. The term “District” refers to the Liberty Public School District. The abbreviation “ITB” means Invitation To Bid.

By submitting a Response, the Vendor agrees, if its Response is accepted, to provide the Equipment, Supplies, and/or Services described in this Bid in accordance with the terms and conditions contained herein, at the prices set forth in its Response.

CLARIFICATION DEADLINE
The Vendor is presumed to completely accept the Bid requirements. **The Vendor must raise any questions regarding the Bid requirements no later than May 10, 2018, 3:00 PM CST.**

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.

CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, April 26, 2018</td>
<td>Bid Release Date</td>
</tr>
<tr>
<td>Monday, May 7, 2018</td>
<td>Pre-Bid Meeting – 10:00 AM CST</td>
</tr>
<tr>
<td>Thursday, May 10, 2018</td>
<td>Question Deadline – 3:00 PM CST</td>
</tr>
<tr>
<td>Tuesday, May 15, 2018</td>
<td>Submittal of Bid Deadline - 1:30 PM CST</td>
</tr>
<tr>
<td>Wednesday, May 23, 2018</td>
<td>BOE Recommendation for Award</td>
</tr>
<tr>
<td>Thursday, May 24, 2018</td>
<td>Vendor Award Notification</td>
</tr>
</tbody>
</table>

PRE-BID MEETING
A pre-bid meeting will be held at the Support Services Center on May 7, 2018 at 10:00 AM CST. The Support Services Center is located at 801 Kent Street, Liberty, MO. 64068. The point of contact for the meeting is Justin Presson, who can be reached by email at justin.presson@lps53.org or by phone at 816-736-5434.

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.

Bidders having questions concerning ITB terminology, general or specific conditions should submit them in writing to the Director of Purchasing at the address shown on page 3. Questions should be submitted no later than 3:00 PM CST on May 10, 2018 so that appropriate information may be researched and made available prior to the bid opening.

BONDING
A performance bond will be required from any vendor that submits a total bid proposal in excess of $50,000. The undersigned Bidder agrees to furnish a Performance Bond in the amount of 100% of the total contract value prior to execution of a formal contract, agreement or issuance of an official district purchase order.

**BID CONTENTS AND SUBMISSION**

Bids shall include the following information:

A. Name, address, and telephone number of Bidder(s).

B. Full price for providing the Product, Equipment and/or Service in accordance with the Bid.

C. A completed Bid Form attached to this Invitation for Bid.

D. Name, address and telephone number of not less than two (2) references for whom the Vendor has provided similar Supplies, Equipment, and/or Services to within the last 2 years.

E. Detailed description of material and services to be provided.

Vendors must use the forms provided for the purpose of submitting quotes and must give the unit price, extend totals, and sign the quote as required in each specific instance. If the vendor does not care to quote, we request that forms be returned and the reason noted.

Identify the item you will furnish by brand or manufacturer’s name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.

**SPECIAL REQUIREMENTS**

One original clearly marked "Original", and two (2) copies, clearly marked "Copy", must be submitted. The complete Bid Response should be sealed in an envelope or box for delivery to the Purchasing Office of Liberty Public Schools. "Copy" documents must be identical to Original Response submitted. The Liberty School District will not be held responsible for pricing sheets or materials left out of "Copy" or "Original" submittals.

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

**ADDENDA**

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

**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 responsible 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. The District’s opinion regarding the degree of responsibility of the Vendor. The responsibility of the Vendor will be determined pursuant to the criteria contained in part 3 of this paragraph.

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

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

SUPPLEMENTAL MATERIALS
Vendors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TIME OF COMPLETION
Awarded vendor shall begin work on upon arrival of playground equipment which is estimated to arrive onsite in either June or early July 2018. Work shall be substantially complete, excluding additional projects added to the original scope of work, by August 9, 2018.

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 merchandise or products at the herein proposed Bid price.

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

BID OPENING
The Bid Response Form and any modifications shall be returned in a sealed envelope addressed to the Purchasing Department, 801 Kent Street, 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.

Bids will be publicly opened and read aloud on the date and time specified herein at the Support Services Center, 801 Kent Street, Liberty, MO 64068.
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.**
GENERAL TERMS AND CONDITIONS

EXECUTION ON CONTRACT
The successful Vendor (“Contractor”) shall, if its Response is accepted, execute a contract, or accept a purchase order, with the District within ten (10) days after receipt of such acceptance or within such longer period as may be permitted by the District. The purchase order or contract shall be in a form prescribed by or acceptable to the District and shall incorporate the terms of this Bid, any amendment(s) to this Bid, and the terms of the Contractor’s written Bid Response that are consistent with and do not add to this Bid (the foregoing are hereafter collectively referred to as the “Contract”).

CONTRACT DURATION
This Bid shall be in effect from the date of approval by the Board of Education for a period agreed upon by both the District and awarded Vendor.

COSTS
All costs incurred in the preparation of the response to this ITB shall be the sole responsibility of the Respondent.

FISCAL FUNDING
If this is a multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to the District. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

Please be advised that this bid package is pending Liberty Public School District 53, Board of Education approval. Should the Board of Education or members of the Administrative Team decide that only partial funding is available, each location described herein will be evaluated for completion. If it is determined by the Board of Education or members of the Administrative Team that no funds are available this year to complete any of this bid package it will be determined to cancel this bid and re-bid as funds become available in the future.

AUDIT AND INSPECTION
The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the District and the Bidder.

COMMUNICATION AND NOTICES
Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by e-mail with confirmed receipt or hand-carried and presented to an authorized employee of the offeror/contractor.

CONFIDENTIALITY OF PROPOSAL INFORMATION
All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Liberty Public School District 53 and will be part of public record.

SITE INVESTIGATIONS AND CONDITIONS AFFECTING WORK
The Contractor acknowledges that before it submits a proposal for specific work under this contract, that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1)
conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the LPS, as well as from any drawings and specifications provided at the time of the proposal being requested for a specific project. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Liberty Public School District. The Liberty Public School District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Liberty Public School District. Nor does the Liberty Public School District assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

INSURANCE
The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect District and contractor from claims which may arise out of result from the contractor’s operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor’s employees including claims brought under:

A. Worker’s Compensation Laws  
B. Disability Benefit Laws  
C. Disability Sickness or Disease Laws  
D. Other similar employee benefit laws

Such insurance shall cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor’s employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming Liberty Public School District as “additional Named Insured” with a $4,000,000 umbrella.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor’s insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the Liberty Public School District.

Certificate of Insurance shall be provided and become effective upon execution of the contract. Certificate of Insurance forms shall have a description of the work, service or commodity. Also include an ITB or Bid number if applicable.

Insurance coverage and limits of coverage required are:

A. Commercial General Liability  
   Aggregate $ 2,000,000  
   Products-Completed Operations $ 1,000,000
Each Occurrence $1,000,000

B. Employers Liability and Worker Compensation
   Each Accident $1,000,000
   Disease – Policy Limit $1,000,000
   Each Employee $1,000,000

C. Commercial Auto Liability
   Each Occurrence $1,000,000

CHANGES IN INSURANCE COVERAGE
The vendor shall notify the District of any changes in insurance coverage in writing within 30 days.

ADDITIONAL EQUIPMENT AND CHANGE ORDERS
A. The Contractor will not be compensated for Supplies, Equipment, and/or Services that are not required by the Contract and that is performed without the prior written approval of the District.

B. A request by the Contractor for a change order shall be submitted to the District in writing and must be approved by the District in writing before the Contractor proceeds with the Equipment that is the subject of the change order.

REPLACEMENT OF DAMAGED PRODUCT
The contractor shall be responsible for replacing any item received in damaged condition at no cost to the District. This includes all shipping costs for returning non-functional items to the contractor for replacement.

SUBSTITUTIONS OF PRODUCTS/SERVICES
The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Liberty Public School District 53.

The District shall have the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quantity is equal to or greater than the products/service under contract and if the prices are equal to or less than the contract prices. The District shall be the final authority as to acceptability.

In the event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the District. The District shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

PERMITS, LICENSES, ORDINANCES AND REGULATIONS
A. In providing the Equipment and Services, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. The requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

B. The Contractor shall not be compensated for changes in the Equipment that are required to comply with the laws, codes, ordinances, and regulations that were in effect on the date the Response was due.
CONTRACTOR'S LICENSE
The undersigned further states that he/she is a duly licensed Contractor, for the type of work proposed, in the State of Missouri, and all that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

BIDDER’S QUALIFICATIONS
Bidders must be properly licensed under the state laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

WARRANTIES AND GURANTEES
The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to the District, (2) be fit and sufficient for the purpose expressed in the RFP/ITB, (3) be of good materials and workmanship, and (4) be substantially free from defect.

The contractor shall warrant that the product(s) shall conform to the mandatory technical, functional and performance requirements described in this RFP/ITB, including Exhibits thereto. The contractor shall also warrant that the product(s) shall perform and operate in accordance with the contractor’s published specification documentation, including user manuals, manufacturer’s specification sheets, etc. regarding the products.

Such warranty shall survive delivery and shall not be deemed waived either by reason of the District’s acceptance of or payment for said equipment, supplies, and/or services.

SAFETY OF PERSONS AND PROPERTY
A. The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:
   a. all persons;
   b. the District’s building(s) and all other real or personal property at or adjacent to the work site; and
   c. the Equipment and all associated materials and equipment, under the care, custody or control of the Contractor or any of its employees, agents, representatives or subcontractors whether in storage on or off the site.

B. The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

DRUG AND ALCOHOL FREE WORKPLACE
The contractor (whether an individual or company) shall agree to provide a drug and alcohol free workplace.

FOB DESTINATION
Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee’s delivery address, or receiving dock, at the expense of the Contractor. The District shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the District acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggy-back”) is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete
delivery to cosignee. One of the following statements usually will appear on the purchase order, although others may be used.

**BILLING**
All items purchased under this Contract must be clearly itemized on an invoice. Each statement must show the total price for each delivery, invoice serial number, and applicable identification numbers. Please also reference the bid number listed on page 1 of this document. For District, invoices must be mailed to:

Liberty Public School District  
Attn: Accounts Payable  
8 Victory Lane  
Liberty, MO 64068

**SALES TAX EXEMPT**
The Liberty School District, Missouri, is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.

**TERMINATION**
Subject to the provisions below, any contract derived from this ITB may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

(a) **TERMINATION FOR CONVENIENCE**
In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

(b) **TERMINATION FOR CAUSE**
Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

**LAW GOVERNING**
All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

**ANTI-DISCRIMINATION CLAUSE**
No Respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**HOLD HARMLESS CLAUSE**
The firm awarded the Bid agrees to save and hold harmless the District and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the firm’s businesses or operations resulting from any act or omission of the firm’s agents, servants or employees.
DISCLAIMER OF LIABILITY
The District, or any of its agencies, will not hold harmless or indemnify any Respondent for any liability whatsoever.

RESPONDENT PROHIBITED
Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

OFFICIALS NOT TO BENEFIT
No regular employee or elected or appointed member of the School District shall be part of this contract, or to any benefit that may arise there from.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES
It is unlawful for any person or business to offer, give or agree to give, to any employee of the District, or former employee of the District, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any Bid thereof.

CO-PARTNERSHIP DISCLAIMER
It is mutually understood that nothing in this Invitation to Bid or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the District for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT
Contract for Equipment under this Bid obligates the Bidder not to discriminate in employment practices. Successful Bidder must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS
It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the District. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontractor or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the District, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

MISCELLANEOUS

A. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

B. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the District. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the District and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the District or to bind the District in any manner.

C. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the Liberty Public School District.
This is a prevailing wage solicitation. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing under this contract. (Section 290.250, RSMo).

The contractor will be held responsible for paying the prevailing wages and it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications herein. The contractor will forfeit a penalty to the contracting public body of $100 per day (or a portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or any subcontractors (Section 290.250, RSMo). The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).

A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).

During periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, (as determined by the Labor and industrial Relations Commission) may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

Every transient employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers’ compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through records of the division of workers’ compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234 RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

The awarded contractor must provide certified payroll for themselves and any sub-contractors throughout the duration of work and prior to final payment being made (290.290, RSMo).

At the completion of this project and prior to a final payment being made, the contractor must submit an “Affidavit of Compliance” for PW-4 with the Liberty Public School District. The affidavit must state the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section 290.290 and 290.325, RSMo).

All contractors must report to the Liberty Public School District if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of each subsidy, supplement or rebate must be reported to the Liberty Public School District within 30 days of receipt of payment (Section 290.095, RSMo).

**Missouri Prevailing Wage Order for this Project – Wage Order No. 24 (See Enclosed)**
SCOPE OF WORK

Outlined below is the bid specifications for the installation of new Berliner Neptun.20 playground equipment for Liberty Public Schools at Shoal Creek Elementary and Burke playground equipment at Lewis and Clark Elementary. All installation work needs to bid prevailing wage, tax exempt and be completed by August 9, 2018 as specified herein.

1. **SHOAL CREEK ELEMENTARY** – 9000 NE Flintlock Rd. Kansas City, MO 64157

   **Installation of Berliner Neptun.20 Playground Equipment (see design and site layout shown below)**

Proposals to include installation of playground equipment, playground mulch containment borders, and approved engineered wood fiber mulch under the new equipment as described herein at Shoal Creek Elementary. The playground equipment packages, containment borders, and wood fiber mulch for both sites have been purchased and are expected to arrive in June or early July 2018. All purchased playground equipment, containment borders and wood fiber mulch will be delivered to both sites upon arrival.

- Area marked in Yellow is where the structure will go. Contractor will need to verify dimensions and elevations to ensure it will fit properly.
- New structure will butt up to existing set of swings to the west. We would like to re-use what borders we can and tie the two pieces together but not overlapping use zones.
- Contractor will need to follow all ASTM-F1487-11 guidelines when installing equipment and verify it complies with all set standards.
- Mulch will need to be installed to a depth of no less than 12” of engineered wood fibers that comply with all ASTM standards for playground surfacing.
- While installation is going on a temporary fence will need to be in place to ensure no one uses the equipment before completion.
- All utilities will need to be marked before digging, included notifying the school district so they have at least 3 days’ notice to mark any private utilities that may be in the area.
- All areas disturbed outside of playground borders will need to be repaired by grading, seeding or any other means necessary.
ATTENTION:
The minimum required concrete quality to use is 3500 psi!!!

Foundation X-U 2'-11 7/16" x 2'-11 7/16" x 1'-7 15/16"

ACHTUNG:
Die zu verwendende Mindestbetongüte beträgt C20/25!!!

ATTENTION:
The minimum required concrete quality to use is 3500 psi!!!
**ACHTUNG:**
Die zu verwendende Mindestbetonstärke beträgt C20/25!!!

**ATTENTION:**
The minimum required concrete quality to use is 3500ps!!!

---

**ACHTUNG:**
Die zu verwendende Mindestbetonstärke beträgt C20/25!!!

**ATTENTION:**
The minimum required concrete quality to use is 3500ps!!!

---

**ACHTUNG:**
Das Stabrohr muss vor der Montage entfernt werden, um den korrekten Abstand zwischen den Pfeilern zu gewährleisten!!!

**ATTENTION:**
The system tube must be installed before casting the foundations to be sure that the measure between the posts is correct!!!
The Remainder Of This Page Has Been Left Blank Intentionally
2. LEWIS AND CLARK ELEMENTARY – 1407 Nashua Liberty, MO 64068

Installation of Burke Playground Equipment (see design and site layout shown below)

Proposals to include installation of playground equipment, playground mulch containment borders, and approved engineered wood fiber mulch under the new equipment as described herein at Lewis and Clark Elementary. The playground equipment packages, containment borders, and wood fiber mulch for both sites have been purchased and are expected to arrive in June or early July 2018. All purchased playground equipment, containment borders and wood fiber mulch will be delivered to both sites upon arrival.

- Area marked in Yellow is where the structure will go. Contractor will need to verify dimensions and elevations to ensure it will fit properly. This area has some cross slop and will need one end likely sunk into the ground.
- Contractor will need to follow all ASTM-F1487-11 guidelines when installing equipment and verify it complies with all set standards.
- Mulch will need to be installed to a depth of no less than 12” of engineered wood fibers that comply with all ASTM standards for playground surfacing.
- While installation is going on a temporary fence will need to be in place to ensure no one uses the equipment before completion.
- All utilities will need to be marked before digging, included notifying the school district so they have at least 3 days’ notice to mark any private utilities that may be in the area.
- All areas disturbed outside of playground borders will need to be repaired by grading, seeding or any other means necessary.
The protective surfacing for this design must accommodate the critical fall height.

March 20, 2018
ATTACHMENT (A) - BID RESPONSE FORM

ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda; list by number and the date appearing on Addenda. If Applicable.

#1 _______ Date: _________  #2 _______ Date: _________  #3 _______ Date: _________

COST FOR INSTALLATIONS AS DESCRIBED IN THE SCOPE OF WORK ABOVE:

1.) INSTALL COSTS FOR SHOAL CREEK ELEMENTARY $_____________________________

2.) INSTALL COSTS FOR LEWIS AND CLARK ELEMENTARY $_____________________________

TOTAL INSTALL BID FOR BOTH SITES: $_____________________________
ATTACHMENT (B) - RESPONDENT’S EXPERIENCE

Please provide written responses to the following questions. If the answer to any of the questions is “Yes”, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: _______ Years performing work specialty: __________
   Licenses currently valid in force: __________________________________________________________________

2. Has Vendor been declared in default of any contract?
   ☐ Yes ☐ No

3. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
   ☐ Yes ☐ No

4. Has an uncompleted contract been assigned by Vendor’s surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?
   ☐ Yes ☐ No

5. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
   ☐ Yes ☐ No

6. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent’s financial position or future viability?
   ☐ Yes ☐ No

7. REFERENCES
   Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

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: ____________________________
ATTACHMENT (C) - INSURANCE CERTIFICATE AND REQUIREMENT

Your company, as a vendor, supplier or contractor to Liberty Public School District #53, will need to carry specific minimum types and limits of insurance in order to comply with insurance requirements imposed on us by our underwriters. We will begin tracking certificates of insurance immediately and will advise you of any deficiencies in your coverage as related to our requirements. Those requirements are as follows:

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>Damage to Premises Rented to Your Limit</td>
<td>$100,000</td>
<td>Any One Premises</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>$5,000</td>
<td>Any One Person</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
<td>Any One Person or Organization</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>(Other Than Products/Completed Operations)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>Employers Liability and Workers Compensation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$1,000,000</td>
<td>Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000</td>
<td>Policy Limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000</td>
<td>Each Employee</td>
</tr>
<tr>
<td>Commercial Auto Liability</td>
<td>$1,000,000</td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>Commercial Excess/Umbrella Liability</td>
<td>$4,000,000</td>
<td>Each Occurrence</td>
</tr>
</tbody>
</table>

Liberty Public School District, should be listed as an “additional insured” on your General Liability Policy. Please share these requirements with your insurance agent and have a current Accord form Certificate of Insurance sent to:

Jake Murray  
Lockton  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112

And

Jill Parker  
Liberty Public School District #53  
1138 Southview Drive  
Liberty, MO 64068
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)
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 (F) - 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: Fax Number: ________________________________________________________________

Authorized Company Official’s Name: ________________________________________________ (Printed)

Signature of Company Official: __________________________________________________________________

Date: ______________________
Please provide either a copy of your company’s W9 or complete and insert the copy below with the returned bid proposal.
ATTACHMENT (H) - NO BID RESPONSE FORM

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: PLAYGROUND INSTALLATIONS BID – ITB 012-018

Company Name: ________________________________

Contact Person: ________________________________

Telephone Number: ________________________________

Fax 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
DOCUMENTS NEEDED FOR BID AWARD CONSIDERATION:

1. Signed Bid Document w/ Two Additional Copies of ITB Response Package for Review.

2. Completed Bid Response Form –Attachment (A)

3. Completed Respondents Experience Form, with References Form –Attachment (B)

4. Insurance Certificate Form –Attachment (C) ONLY REQUIRED FROM AWARDED VENDOR

5. Federal Work Authorization Program (“E-VERIFY”) Addendum Form – Attachment (D)

6. Federal Work Authorization Program Affidavit Form –Attachment (E)

7. Felony Conviction Notification Form – Attachment (F)