



Brad Kramer
Director of Nutrition Services
14001 E. 32nd Street South
Independence, MO 64057
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RFP 2025 NS-01
Nutrition Services Preventative Maintenance Services

Proposal Due:
May 14, 2025
1:30 pm

1. Background

1.1. Notice

- 1.1.1. Independence School District (the "District") seeks proposals from qualified firms for Preventative Maintenance Services through competitive bidding. The District is responsible for managing all contracts awarded. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services Department office by 1:30 p.m. Central Standard Time on or before May 14, 2025. All information necessary for the submittal is contained in this RFP. This RFP is also available in an electronic format at: <http://sites.isdschools.org/purchasing/bids-and-rfps>
- 1.1.2. The District is an Affirmative Action-Equal Opportunity Employer that provides Equal Employment Opportunity. Women-owned enterprises and Minority-owned enterprises are encouraged to submit a proposal.
- 1.1.3. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix C.

1.2. RFP Schedule

- 1.2.1. Issue RFP: April 9, 2025
- 1.2.2. Deadline to supply written questions: April 23, 2025
- 1.2.3. Addendum notification posted with answers to submitted questions: April 28, 2025
- 1.2.4. Bids due: May 14, 2025 by 1:30 p.m.
- 1.2.5. Bid Acceptance: June 10, 2025

2. Requested Items

2.1. Type of items requested:

- 2.1.1. A resulting agreement is intended to cover items in the following category: Preventative Maintenance Services for the Nutrition Services Department. The selected contractor will be responsible for ensuring optimal performance, longevity, and compliance with industry standards.
- 2.1.2. Buy American- All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d).

"Domestic commodity or product" means a commodity that is produced in the United States using commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of commodities that were produced domestically.)

Limited Exceptions:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing, by the vendor, for prior approval by the district, in advance of delivery.

Exceptions include:

1. The product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Limited exceptions to the Buy American Provision allow for the purchase of products not meeting the "domestic" standard. Before utilizing an exception, alternatives must be considered:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, in advance of delivery. The request must include the:

1. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

2.2. Locations:

- 2.2.1. Building location list is provided in Appendix C

2.3. Description of items requested:

- 2.3.1. The list of equipment and their quantities are provided in Appendix D.
- 2.3.2. Requirement and Response section is provided in Appendix A.

2.4. Project Schedule

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

- 2.4.1. Vendor selection date: June 10, 2025
- 2.4.2. Vendor notification to proceed date: June 11, 2025

2.4.3. Contract start, or implementation, date: July 1, 2025

3. Scope of Services

The District operates 30 school-oriented production sites which provide breakfast and lunch to approximately 14,500 students each day. Our schools are open from mid-August through the last week of May. Additionally, a summer school program is offered during June and July each year that services approximately 5,100 students. There is 1 production site that is not school-oriented. There is also a warehouse with freezer and cooler storage. For the term of the Agreement and extensions permitted pursuant to this Request for Proposal, other Missouri school districts or agencies may join Independence School District and be permitted to benefit from this RFP and the fees established hereunder.

The selected provider shall deliver comprehensive preventative maintenance services, including but not limited to:

- Routing inspections and servicing of food service equipment;
- Testing and calibration of components;
- Replacement of worn or defective parts;
- Lubrication, cleaning, and adjustment of equipment;
- Compliance with all regulatory and safety requirements;
- Detailed reporting of maintenance activities and findings.

Preventative maintenance shall include the following services:

Walk-In Refrigeration

- Verify defrost heaters and time clock operation;
- Walk-in Freezer Set Defrost – 4:00PM, 10:00PM, 2:00AM, 6:00AM for 45min. each;
- Verify thermostat is set correctly;
- Temp 35 degree with 3-5-degree differential;
- Verify condenser and evaporator fan motors operation, oil condenser motors, if required;
- Check, clean and blowout drain lines;
- Inspect gaskets, hinges, latches and door closer (adjust/tighten as necessary);
- Brush clean evaporator coils;
- Check freezer door heaters/drain line heaters/insulation on drain pipes;
- Inspect electrical cords and connections;
- Check food product storage for lids and proper air flow;
- Lubricate motors, blowers, bearings, etc.;
- Brush clean filters on condenser coils;
- Clean condensate pans and flush drain piping;
- Clean Condenser coils-one chemical clean and three brush clean.

Reach-in Freezers, Reach-in Coolers and Line Coolers

- Inspect freezer door frame and drain heaters;
- Inspect gaskets, hinges, latches, and door closer (adjust/tighten as necessary);
- Verify temperature is set correctly;
- Inspect service cords and plugs;
- Check, clean and blowout drain lines;

- Check freezer door heaters/drain line heaters/insulation on drain pipes;
- Inspect electrical cords and connections;
- Inspect site glass for moisture and bubbles;
- Check food product storage for lids and proper air flow;
- Check Caster for proper movement (if applicable);
- Brush clean filters on condenser coils;
- Clean condenser coils and inspect with every filter change.

Hotside Cooking Equipment

- Check all plugs, cords, and electrical connections;
- Check all equipment exhaust and flues to be sure clear of obstruction and working properly;
- Check calibration and set points to ensure all cooking equipment is temping at set points, calibrate as needed;
- Check all burner orifices to be they are clear, clean as needed;
- Check all seals/gaskets to be sure no leaks are present;
- Check ignitors, elements, and motors as applicable;
- Check all tanks, vats or boilers as applicable to ensure no cracks or leaking present;
- Check drain valves, drains and pumps for proper operation;
- Check all knobs and thermostats to be sure they are present and working normally;
- If equipment has water intake filter, change filter when necessary.

Dish Machine

- Check all plugs, cords, and electrical connections;
- Check all equipment exhaust and flues to be sure clear of obstruction and working properly;
- Check conveyor for proper operation and safeties;
- Check proper water flow throughout unit;
- Check burner elements;
- Check booster heater for proper operation;
- Check drain operations;
- Check all switches;
- Confirm wash and rinse water temps are within correct perimeters
- If equipment has water intake filter for machine and/or booster heater, change filter when necessary.

3.1. Bid Terms and Conditions:

- 3.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the district will prevail.
- 3.1.2. The winning bidder may not subcontract any portion of this contract.
- 3.1.3. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that “over 51% of the final processed product consists of commodities that were produced domestically.” For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:

- 3.1.3.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
- 3.1.3.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
- 3.1.3.3. Utilize the week of April 7, 2025 for pricing.
- 3.1.4. Evaluation of the bid:
 - 3.1.4.1. To be considered as a bidder, all information in Appendix A must be answered in the order listed.
 - 3.1.4.2. Appendix A must be completed by the bidder.

3.2. Proposal Evaluation Categories And Weights:

- 3.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.
- 3.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. Bidders must be able to produce evidence that they have established a satisfactory record of agreement negotiations; performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the Bidder of least cost, but to the Bidder with the best combination of attributes based upon the evaluation criteria.
- 3.2.3. Evaluation and selection criteria:
 - 3.2.3.1. Provided all costs and fees, 0-40 points
 - 3.2.3.2. The vendor's proposal was responsive, 0-10 points.
 - 3.2.3.3. Demonstrated understanding of RFP requirements, 0-10 points.
 - 3.2.3.4. Provided references for relevant experience, 0-10 points.
 - 3.2.3.5. Quality of service, 0-10 points.
 - 3.2.3.6. Demonstrated stability of business, 0-10 points.
 - 3.2.3.7. Experience with large scale implementation, 0-10 points.

Each bidder will be scored based on a determination of an evaluating committee.

Upon completion of evaluation of proposals, the winning bid will be awarded. Upon award agreement, the other submitting bidders will be notified. The award bid will be open for review upon request.

3.3. Contractual Terms and Conditions:

- 3.3.1. Any firm submitting a proposal acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the firm and the District. **Any firm submitting a proposal agrees, by submitting a proposal, that any resulting contract between the District and the selected firms shall be substantially in the form of the attached Appendix E.** Any changes shall be mutually agreed upon by the parties, but the District reserves the right to reject the proposal of the submitting firm if an agreement cannot be reached on the final contract terms.

3.4. Terms of Contract

- 3.4.1. Initial term: July 1, 2025 through June 30, 2028
- 3.4.2. Renewals Renewable annually for two more years beyond the initial term stipulated in 3.4.1. First renewable term: July 1, 2028-June 30, 2029. Second renewable term: July 1, 2029-June 30, 2030.
- 3.4.3. After the initial twelve months, and same subsequent twelve month periods, the prices quoted in response to this RFP may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the product/commodity, as published by the United States Department Of Labor.

4. Required Insurance

4.1. Liability

- 4.1.1. \$1,000,000 per incident (minimum)
- 4.1.2. \$1,000,000 annual (minimum)

4.2. Workers Compensation

- 4.2.1. Statutory limits

4.3. Bond

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

4.4. Additional Insured

- 4.4.1. The District shall be named as additional insured under General Liability Policy

5. Disclosures and notifications

5.1. Conflicts of interest

- 5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

5.2. Cooperative Procurement

- 5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same services under the same prices and terms to any public school district located within the greater Kansas City metropolitan trade area.
 - 5.2.1.1. _____ YES _____ NO (Initial Next to one)
- 5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.
- 5.2.3. Other public school districts themselves have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.
- 5.2.4. The ordering public school district will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
- 5.2.5. Each public school district that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

6. Contract terms

6.1. E-Verify

- 6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Liquidated Damages

- 6.2.1. The District may assess liquidated damages for work not completed as agreed upon.

6.3. Applicable law

- 6.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.4. Termination

- 6.4.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement and/or the supplier is not performing with the provisions and intent of this agreement. Upon receipt of the termination notice, the bidder shall have twenty days to correct non-compliance issues. If compliance is achieved, the termination notice will be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

6.5. Compliance with laws and policies

- 6.5.1. Bidder must comply with all federal and state anti-discrimination laws.
- 6.5.2. All work shall meet or exceed the Americans with Disabilities Guidelines.
- 6.5.3. *A-133 Compliance Supplement*: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.6. Background Checks

- 6.6.1. Contracts entered pursuant to this RFP must require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.7. Indemnity

- 6.7.1. The District will not agree to indemnify any bidder for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.8. Proposed contract

- 6.8.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 23, 2025 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

7.2.1. Submit written questions to the following person:

Brad Kramer
Director of Nutrition Services
14001 East 32nd Street South
Independence, MO 64057
816-521-5371
brad_kramer@idschools.org

7.3. Withdrawal

7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.

7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Proposal submission and opening

8.1. Submission

8.1.1. Submit proposals in a sealed envelope which is clearly marked "Nutrition Services PREVENTATIVE MAINTENANCE SERVICES" and deliver to the following address and person:

Brad Kramer
Director of Nutrition Services
14001 East 32nd Street South
Independence, MO 64057
816-521-5371

8.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.

8.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. The District is not responsible for lateness or non-delivery by the U.S. Postal Service to the District. The time and date recorded by the District shall be the official time of receipt.

8.1.4. Bidder's Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents may be in a PDF format.

Technical Proposal	_____
Features Response	_____
Signed Debarment Letter	_____

8.2. Opening

8.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: May 14, 2025
Time: 1:35 p.m.
Location: Nutrition Services Office
14001 East 32nd Street South
Independence, MO 64057.

9. Reservation of Rights

9.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

10. Proposal Evaluation

10.1. Award

- 10.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified by phone call or email message at the earliest practical date. Non-winning bidders will be notified by email message or mailed document at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.
- 10.1.2. The District notifies all proposers that female-owned business enterprises and minority-owned business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.
- 10.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

10.2. Acceptance Period

- 10.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2025.

11. Invoicing and Payments

- 11.1. Invoices shall be prepared and submitted to the Independence School District.

12. Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- 12.1. Successful bidder must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.2. Successful bidder must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.
- 12.3. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.5. § 200.322 Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12.6. Price Adjustment- Prices for all items included in the Vendor's bid may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Nutrition Services on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified, as provided in this clause.

Vendor shall provide written notice to the Director of any proposed adjustment from the contracted price not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the supplier or other party justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment in the contract the District reserves the right to cancel the contract upon fifteen (15) days written notice.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ ("Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding 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 _____, 201____.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____

Number of Years:

Type of Experience:

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – ISD NS-01 Nutrition Services Preventative Maintenance Services

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD NS-09 Nutrition Services Preventative Maintenance Services. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

2025-NS-01
Nutrition Services Preventative Maintenance

Contractor shall provide pricing for semi-annual preventative maintenance service as outlined in the specifications.

\$ _____ Dollars

In addition, Contractor shall provide the following labor rate for work outside of the specifications:

Hourly Rate (Technician)	\$ _____	Hourly Rate (Helper)	\$ _____
Emergency After Hours (Technician)	\$ _____	Emergency After Hours (Helper)	\$ _____
Sunday Rate	\$ _____	Holiday Rate	\$ _____
Materials Mark Up	\$ _____	Rental Equipment Mark Up	\$ _____
Trip Charge	\$ _____		

RESPECTFULLY SUBMITTED:

Signature

Title

Name (Please type or write clearly)

Date

Company Name

Telephone Number Fax Number

Street

Email address

City, State, Zip Code

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix B

Independence School District Addresses

High Schools and Middle Schools are open at 6:30 a.m. and Elementary Schools are open at 7:00 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30.

ELEMENTARY SCHOOLS

Benton Elementary 521-5599 Ex. 42570 429 S Leslie 64055	Santa Fe Trail Elementary 521-5599 Ex. 57570 1301 S. Windsor 64055
Blackburn Elementary 521-5599 Ex. 43570 17302 E RD Mize Rd 64057	Hanthorn 521-5599 Ex. 59570 1511 Kings Highway 64055
Bryant Elementary 521-5599 Ex. 44570 827 W College 64050	Randall Elementary 521-5599 Ex. 52570 509 Jennings Rd 64056
Fairmount Elementary 521-5599 Ex. 41570 120 N. Cedar, Sugar Creek, MO 64053	Sunshine Center 521-5599 Ex. 26570 18400 E Salisbury 64056
Glendale Elementary 521-5599 Ex. 45570 2611 Lee's Summit Rd 640	Mallinson Elementary 521-5599 Ex. 49570 709 N Forrest Ave 64054
Independence Academy 521-5599 Ex. 85570 600 W. Mechanic 64050	Ott Elementary 521-5599 Ex. 50570 1525 N. Noland Rd 64050
Luff Elementary 521-5599 Ex. 47570 3700 S Delaware Ave 64055	Procter Elementary 521-5599 Ex. 51570 1403 W Linden Ave. 64052
Little Blue Elementary 521-5599 Ex. 40570 2020 Quail Drive 64057	Cassell Park Elementary 10401 E. 31 st Street South 64052
Mill Creek Elementary 521-5599 Ex. 48570 2601 N. Liberty 64050	Wm Southern Elementary 521-5599 Ex. 53570 4300 S. Phelps Rd. 64055
Korte Elementary 521-5599 Ex. 46570 2437 S. Hardy 64052	Sugar Creek Elementary 521-5599 Ex. 56570 11424 Gill 64054
Spring Branch Elementary 521-5599 Ex. 54570 20404 E. Truman Road 64056	Three Trails Elementary 521-5599 Ex. 58570 11801 E. 32 nd St. 64052
Sycamore Elementary 521-5599 Ex. 55570 15208 E. 39 th St. 64055	

MIDDLE SCHOOLS

Bingham Middle School 521-5372 Ex. 23570
1716 S Speck Rd 64057

Bridger Middle School 521-5376 Ex. 21570
18200 E. M78 Highway 64057

Nowlin Middle School 521-5599 Ex. 25570
2800 Hardy 64052

Pioneer Ridge Middle School 521-5599 Ex. 24570
1656 S. Speck Rd. 64057

HIGH SCHOOLS

Truman High School 521-5599 Ex. 12570
3301 S Noland Rd 64055

Van Horn High School 521-5599 Ex. 17570
1109 Arlington 64053

William Chrisman High School 521-5599 Ex. 16570
1223 N. Noland Rd 64050

WAREHOUSE

Independence School District Nutrition Services 521-5371
14001 East 32nd Street South

WEST SIDE CAFÉ

Independence Central Office Location 521-5300
201 North Forest Avenue

Appendix C- 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 NAME & NUMBER: District Preventative Services NS-01

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).

____ 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

This page left intentionally blank.

Appendix D

Equipment Description	District Quantity	
Heated Cabinet	75	
Milk Cooler	41	
Oven	79	
Range	9	
Floor Mixer	32	
Walk-In Freezer	29	
Walk-In Cooler	19	
Reach-In Freezer	30	
Reach-In Cooler	41	
Hot Well	45	
Cold Well	21	
Dish Machine W/Booster Heater	30	
Steam Kettle/Tilt Skillet	32	
Steamer	1	
Ice Machine	22	
Microwave	30	
Hot Water Dispenser	1	
Hatco Heated Merchandiser	5	
Pizza Oven	3	

Appendix E
NUTRITION SERVICES GROCERY PRIME VENDOR CONTRACT

This Agreement for services (hereinafter referred to as “**Agreement**”) is entered into this [REDACTED] day of [REDACTED], 2025, by and between **Independence School District** (hereinafter referred to as “**District**”), and [REDACTED], a company with its principal place of business at [REDACTED] (hereinafter referred to as “**Vendor**”) (hereinafter collectively referred to as “**the Parties**”). In consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. VENDOR’S OBLIGATIONS

- A. **Services.** Vendor shall provide comprehensive preventative maintenance services to the District’s Nutrition Services program (hereinafter referred to as “**Services**”) for District. The scope of the Services shall include the Services further described in Exhibit A, Pricing, which is attached hereto and incorporated herein by reference.
- B. **Scope of Work.** The following terms and conditions apply to Vendor’s provision of the Products to the District:
 - i. **Attachments & Order of Precedence.** The District’s Request for Proposals for Nutrition Services Preventative Maintenance Services (RFP 2025 NS-01) is attached hereto as Exhibit B and incorporated herein by reference. Vendor’s proposed Products and Line Item Pricing is also attached hereto in Exhibit A. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Agreement, then Exhibit B, then Exhibit A. Regarding Exhibit A, to the extent that there is a discrepancy between the unit price and extended total for a Product, the lower of the two prices shall be applied.
 - ii. **Services.** Vendor shall service Equipment at the locations provided in Exhibit C, which is attached hereto and incorporated herein by reference. Vendor shall service all equipment as listed. Services will be made semi-annually to each location.
 - a. **Service Schedule.** Preventative maintenance services shall begin July 1, 2025. Vendor and District will mutually agree to a preventative maintenance schedule. Vendor shall complete services according to that schedule, barring holidays or snow days, to the locations identified in Exhibit C.
- C. **District Contact.** Vendor shall coordinate the provision of all services with:

Brad Kramer
Director of Nutrition Services
14001 East 32nd Street South
Independence, Missouri 64057
(816) 521-5371
brad_kramer@isdschools.org

Or his authorized designee.

- D. Vendor agrees and warrants that it is qualified, experienced, capable, and if applicable, licensed, to provide the Services set forth under this Agreement.

2. **DISTRICT'S OBLIGATIONS**

- A. District shall compensate Vendor for Services rendered in accordance with Section 3 of this Agreement.

3. **TERM AND COMPENSATION**

- A. **Initial Term.** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2028.
- B. **Renewals.** The term of this Agreement is renewable annually upon the agreement of the Parties for two additional years beyond the initial term identified in this Section 3.A. The first renewable term shall be from July 1, 2028 to June 30, 2029. Second renewable term shall be from July 1, 2029 to June 30, 2030.
- C. **Pricing.** The District shall compensate Vendor for Services rendered in accordance with each approved invoice ("District Cost").
- D. **Price Adjustments.** Prices for items included in Exhibit A may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Nutrition Services on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified. After the initial twelve months of this Agreement, and any subsequent twelve month periods, the prices included in Exhibit A may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the

product/commodity, as published by the United States Department Of Labor.

Vendor shall provide written notice to the District of any proposed adjustment from the pricing included in Exhibit A not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the Vendor justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment, the District reserves the right to terminate the contract upon fifteen (15) days written notice.

- E. Payment Procedures.** For the Products provided under this Agreement, Vendor will be compensated based on the Services provided to the District per the attached Exhibits.

Vendor shall submit an invoice for each site serviced to Brad Kramer, District Director of Nutrition Services. An invoice shall be provided for each location at which Services were provided and shall include a detailed breakdown of the services provided and the total cost owed by District.

Upon receipt of an invoice from Vendor, District shall have forty five (45) days to provide payment for the same unless an objection to the amount charged is made by District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution.

- i. **Miscellaneous/Extra Charges.** Vendor shall submit no extra, or miscellaneous charges, i.e.- storage charge for any items stocked by the Vendor or fuel surcharges— to the District for any services made directly to a site.
- ii. **Invoice Requirements.** Invoices shall be prepared and submitted in duplicate to the Independence School District. All invoices shall be itemized and shall include the Service pricing identified in Exhibit A as applicable unless this is modified as required under this Agreement. Each invoice shall include the location site name, District provided purchase order number, contract account number, service provided, technician name(s), cost(s), extension(s), piece count(s) where applicable, and extended total with a grand total at bottom. District shall receive one invoice per site.

4. TERMINATION.

This Agreement may be terminated at any time for any reason by the District upon sixty (60) days written notice to the Vendor. Upon receipt of the termination notice from the District, the Vendor shall have twenty (20) days to correct non-compliance issues, as relevant. If compliance is achieved, the District, at its discretion, may cancel the termination notice. To the extent the Agreement is terminated due to Vendor's failure to comply with the terms of this Agreement, the District may assess Vendor reasonable liquidated damages.

This Agreement may be terminated by the Vendor upon sixty (60) days written notice for due to District's documented failure to comply with terms of the Agreement. Vendor may also terminate this Agreement for any reason upon twelve (12) months written notice to the District.

5. **INSURANCE**

- A. **Insurance Generally.** Vendor shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by District and provide proof of insurance upon request. Insurance provided under this Agreement shall include a Certificate of Insurance which names District as additional insured. The parties agree and understand that the District's inclusion as an additional insured on Vendor's applicable insurance policies and the insurance coverage thereby provided to District is neither intended nor required to provide coverage to District for claims from which District enjoys sovereign immunity. The applicable Certificate of Insurance listing District as an additional insured may contain specific coverage exemptions for the District from such claims. In addition, such insurance shall remain in effect until such time as District has determined that this Agreement is complete.
- B. **Public Liability and Property Damage Insurance.** Vendor shall take out and maintain during the life of this Agreement, such public liability and property damage insurance policies as shall protect them and any subcontractor providing Products to District under this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The limits of such policies shall be no less than \$1,000,000 per incident and \$1,000,000 annually.
- C. **Worker's Compensation Insurance.** Vendor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance as required by law for all of their employees providing Services to District under this Agreement, and in case any work is sublet, Vendor shall require the subcontractor similarly to

provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Vendor. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, Vendor shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

- D. **Bonds.** Vendor shall provide sufficient payment and performance bond to the District for the faithful performance of all measures included in the Contract.

6. **SPECIAL CONDITIONS**

- A. **Buy American Act Compliance.** All Products provided by Vendor shall be domestic commodities or products to the maximum extent practicable, as required under 7 CFR Part 210.21 (d). "Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. ("Substantially" means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)

- i. **Limited Exception/Alternatives.** Notwithstanding the foregoing, the Buy American Act provides very limited exceptions or alternatives to the requirements provided in this Section 6.A which may be approved upon request.

Exceptions include:

- a. The necessary product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a satisfactory quality; or
- b. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Before requesting or utilizing an exception, Vendor agrees to consider the following alternatives:

- a. Are there other domestic sources for this product?
- b. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
- c. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or

availability change?

To be considered for the alternative or exception, Vendor's request shall be submitted to the District in writing for prior approval by the District in advance of delivery. The request shall include:

- a. Any alternative substitute(s) that are domestic and meet the required specifications, the price of the domestic food alternative substitute(s); and the availability of the domestic alternative substitute (s) in relation to the quantity ordered; and
- b. The reason(s) for the requested alternative/exception. Reasons may include, but not limited to, limited/lack of availability or price (in which case, include the prices of the domestic food product and the price of the non-domestic food product which meets the required specification of the domestic product).

Vendor performance shall be monitored, as required by 7 CFR 3016.36(b) (2) to ensure compliance with all contractual requirements, including the Buy American Act. Vendor should be prepared to provide certification (packaging information on products, delivery invoices, and delivery receipts) as to the origin of products and agrees that it has the capability to look back far enough in the Product manufacturing process to be reasonably sure that any significant non-domestic commodity or product content has been identified.

- B. Auditing.** Vendor shall maintain accurate and complete records to document its costs in connection with this Agreement. Throughout the Term of this Agreement, the District reserves the right to conduct audits once per semester to verify that the District has been invoiced for Services in accordance with the terms of this Agreement, specifically, Exhibit A. Vendor will be given at least fourteen (14) days written notice in order to prepare the documents necessary for review. Only Vendor and District personnel will participate in any audit and the Parties agree that the information provided shall remain confidential.
- C. Safety.** All practices, materials, supplies, and equipment utilized by Vendor in performance of this Agreement shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes. Material Safety Data Sheets must be provided for each item as applicable.
- D. Tax Exemption.** Vendor agrees and understands that District is exempt from various federal, state, and local taxes.
- E. Communication.** Vendor agrees that its assigned account representative shall assist the District by providing assistance as needed, including, but

not limited to providing the following service as requested:

- i. Demonstrating new products available on the market.
- ii. Conducting trainings and workshops as requested either in person or over the internet.
- iii. Handling District complaints and inquiries about various Services and resolving issues.

F. Discounts and Rebates. Vendor will pass on to the District all allowances, discounts and manufacturers rebates in the form of lower prices. The Vendor shall also keep the District informed of any rebates or coupons that may be redeemed by the District and provide tracking information on usage, so the District may take full advantage of all such available rebates and free goods offers.

G. Sanitation Requirements. All of the Vendor's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.

H. Background Checks. Vendor shall provide to District two types of background checks for employee or subcontract employee who may interact in unsupervised fashion with any District student. These two checks are: Missouri Child Abuse or Neglect/Criminal Record Check; and, Missouri State Highway Patrol Criminal Record Check.

- i. Vendor will submit these required background checks to District within 14 days of execution of this Agreement. All background checks are required to be on file with District prior to Vendor providing Services to District. All background check documentation shall be delivered to District's central office. District will notify Vendor of approved and unapproved background checks.
- ii. It shall be the responsibility of Vendor to ensure all of its employees and subcontractors are in compliance with District access security requirements.

I. Compliance. Vendor shall adhere to all of District's rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws as applicable.

J. Relationship of the Parties. District and Vendor are acting herein as independent contractors and independent employers. Nothing herein shall

create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with District shall not be a partner, employee, agent or joint venturer of District.

- K. E-Verify.** “Within 7 days of the execution of this Agreement, Vendor shall provide to District an affidavit of compliance with E-Verify rules including a notarized statement that Vendor has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Vendor does not knowingly employ any person who is an unauthorized alien in conjunction with the Products being provided under this Agreement.
- L. Anti-Discrimination Against Israel Act.** To the extent that § 34.600, RSMo. applies to this Agreement, Vendor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.
- M. Federal Compliance.** Vendor certifies that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
- N. Other Federal Requirements.**
- i. Vendor must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - ii. Vendor must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

7. GENERAL PROVISIONS

- A. Entire Agreement** – This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the Products called for under this Agreement.

- B. Non-Waiver – No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party’s right to demand full compliance with this Agreement.
- C. Severability – In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
- D. Governing Law, Jurisdiction and Venue – This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Jackson County, Missouri.
- E. Indemnification – Vendor shall defend, hold harmless and indemnify District, its governing Board, officers, agents, and employees from every claim, demand, loss and expense which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, or willful misconduct, of Vendor or any person, firm or corporation, employed by Vendor, including any subcontractors, in connection with Vendor’s performance under this Agreement.
- F. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of District’s sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
- G. Assignment & Subcontracting – Vendor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.
- H. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- I. Fax Signatures – For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any

party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

- J. Force Majeure – In the event it should become impossible for either party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due to the party's own fault or negligence.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this Agreement on the dates set forth opposite their names.

**INDEPENDENCE SCHOOL
DISTRICT**

AWARDEE

BY:
PRINT NAME: _____

BY: _____
PRINT NAME: _____

PRINT TITLE: Board President

PRINT TITLE: _____

ATTEST BY: _____

PRINT NAME: _____

PRINT TITLE: Board Secretary

Exhibit A
Pricing And Equipment

Contractor shall provide pricing for semi-annual preventative maintenance service as outlined in the specifications.

\$ _____ Dollars

In addition, Contractor shall provide the following labor rate for work outside of the specifications:

Hourly Rate (Technician)	\$ _____	Hourly Rate (Helper)	\$ _____
Emergency After Hours (Technician)	\$ _____	Emergency After Hours (Helper)	\$ _____
Sunday Rate	\$ _____	Holiday Rate	\$ _____
Materials Mark Up	\$ _____	Rental Equipment Mark Up	\$ _____
Trip Charge	\$ _____		

Exhibit A continued
Pricing And Equipment

Equipment Description	District Quantity	
Heated Cabinet	75	
Milk Cooler	41	
Oven	79	
Range	9	
Floor Mixer	32	
Walk-In Freezer	29	
Walk-In Cooler	19	
Reach-In Freezer	30	
Reach-In Cooler	41	
Hot Well	45	
Cold Well	21	
Dish Machine W/Booster Heater	30	
Steam Kettle/Tilt Skillet	32	
Steamer	1	
Ice Machine	22	
Microwave	30	
Hot Water Dispenser	1	
Hatco Heated Merchandiser	5	
Pizza Oven	3	

Exhibit B
District's RFP
RFP 2025 NS-01
Nutrition Services Preventative Maintenance Services

Proposal Due:
May 14, 2025
1:30 pm

13. Background

13.1. Notice

- 13.1.1. Independence School District (the "District") seeks proposals from qualified firms for Preventative Maintenance Services through competitive bidding. The District is responsible for managing all contracts awarded. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services Department office by 1:30 p.m. Central Standard Time on or before May 14, 2025. All information necessary for the submittal is contained in this RFP. This RFP is also available in an electronic format at: <http://sites.isdschools.org/purchasing/bids-and-rfps>
- 13.1.2. The District is an Affirmative Action-Equal Opportunity Employer that provides Equal Employment Opportunity. Women-owned enterprises and Minority-owned enterprises are encouraged to submit a proposal.
- 13.1.3. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix C.

13.2. RFP Schedule

- 13.2.1. Issue RFP: April 9, 2025
- 13.2.2. Deadline to supply written questions: April 23, 2025
- 13.2.3. Addendum notification posted with answers to submitted questions: April 28, 2025
- 13.2.4. Bids due: May 14, 2025 by 1:30 p.m.
- 13.2.5. Bid Acceptance: June 10, 2025

14. Requested Items

14.1. Type of items requested:

- 14.1.1. A resulting agreement is intended to cover items in the following category: Preventative Maintenance Services for the Nutrition Services Department. The selected contractor will be responsible for ensuring optimal performance, longevity, and compliance with industry standards.
- 14.1.2. Buy American- All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d).

"Domestic commodity or product" means a commodity that is produced in the United States using commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of commodities that were produced domestically.)

Limited Exceptions:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or

exception, the request must be submitted in writing, by the vendor, for prior approval by the district, in advance of delivery.

Exceptions include:

3. The product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a satisfactory quality; or
4. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Limited exceptions to the Buy American Provision allow for the purchase of products not meeting the “domestic” standard. Before utilizing an exception, alternatives must be considered:

4. Are there other domestic sources for this product?
5. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
6. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, in advance of delivery. The request must include the:

3. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
4. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

14.2. Locations:

- 14.2.1. Building location list is provided in Appendix C

14.3. Description of items requested:

- 14.3.1. The list of equipment and their quantities are provided in Appendix D.
- 14.3.2. Requirement and Response section is provided in Appendix A.

14.4. Project Schedule

The timeline listed below is the District’s estimation of time required to complete the process. All efforts shall be made to abide by the schedule, however, it is subject to change if necessary. More detailed arrangements will be made with the winning bidder.

- 14.4.1. Vendor selection date: June 10, 2025
- 14.4.2. Vendor notification to proceed date: June 11, 2025
- 14.4.3. Contract start, or implementation, date: July 1, 2025

15. Scope of Services

The District operates 30 school-oriented production sites which provide breakfast and lunch to approximately 14,500 students each day. Our schools are open from mid-August through the last week of May. Additionally, a summer school program is offered during June and July each year that services approximately 5,100 students. There is 1 production site that is not school-oriented. There is also a warehouse with freezer and cooler storage. For the term of the Agreement and extensions

permitted pursuant to this Request for Proposal, other Missouri school districts or agencies may join Independence School District and be permitted to benefit from this RFP and the fees established hereunder.

The selected provider shall deliver comprehensive preventative maintenance services, including but not limited to:

- Routing inspections and servicing of food service equipment;
- Testing and calibration of components;
- Replacement of worn or defective parts;
- Lubrication, cleaning, and adjustment of equipment;
- Compliance with all regulatory and safety requirements;
- Detailed reporting of maintenance activities and findings.

Preventative maintenance shall include the following services:

Walk-In Refrigeration

- Verify defrost heaters and time clock operation;
- Walk-in Freezer Set Defrost – 4:00PM, 10:00PM, 2:00AM, 6:00AM for 45min. each;
- Verify thermostat is set correctly;
- Temp 35 degree with 3-5-degree differential;
- Verify condenser and evaporator fan motors operation, oil condenser motors, if required;
- Check, clean and blowout drain lines;
- Inspect gaskets, hinges, latches and door closer (adjust/tighten as necessary);
- Brush clean evaporator coils;
- Check freezer door heaters/drain line heaters/insulation on drain pipes;
- Inspect electrical cords and connections;
- Check food product storage for lids and proper air flow;
- Lubricate motors, blowers, bearings, etc.;
- Brush clean filters on condenser coils;
- Clean condensate pans and flush drain piping;
- Clean Condenser coils-one chemical clean and three brush clean.

Reach-in Freezers, Reach-in Coolers and Line Coolers

- Inspect freezer door frame and drain heaters;
- Inspect gaskets, hinges, latches, and door closer (adjust/tighten as necessary);
- Verify temperature is set correctly;
- Inspect service cords and plugs;
- Check, clean and blowout drain lines;
- Check freezer door heaters/drain line heaters/insulation on drain pipes;
- Inspect electrical cords and connections;
- Inspect site glass for moisture and bubbles;
- Check food product storage for lids and proper air flow;
- Check Caster for proper movement (if applicable);
- Brush clean filters on condenser coils;
- Clean condenser coils and inspect with every filter change.

Hotside Cooking Equipment

- Check all plugs, cords, and electrical connections;
- Check all equipment exhaust and flues to be sure clear of obstruction and working properly;
- Check calibration and set points to ensure all cooking equipment is temping at set points, calibrate as needed;
- Check all burner orifices to be they are clear, clean as needed;
- Check all seals/gaskets to be sure no leaks are present;
- Check ignitors, elements, and motors as applicable;
- Check all tanks, vats or boilers as applicable to ensure no cracks or leaking present;
- Check drain valves, drains and pumps for proper operation;
- Check all knobs and thermostats to be sure they are present and working normally;
- If equipment has water intake filter, change filter when necessary.

Dish Machine

- Check all plugs, cords, and electrical connections;
- Check all equipment exhaust and flues to be sure clear of obstruction and working properly;
- Check conveyor for proper operation and safeties;
- Check proper water flow throughout unit;
- Check burner elements;
- Check booster heater for proper operation;
- Check drain operations;
- Check all switches;
- Confirm wash and rinse water temps are within correct perimeters
- If equipment has water intake filter for machine and/or booster heater, change filter when necessary.

15.1. Bid Terms and Conditions:

- 15.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the district will prevail.
- 15.1.2. The winning bidder may not subcontract any portion of this contract.
- 15.1.3. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that “over 51% of the final processed product consists of commodities that were produced domestically.” For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:
 - 15.1.3.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
 - 15.1.3.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
 - 15.1.3.3. Utilize the week of April 7, 2025 for pricing.
- 15.1.4. Evaluation of the bid:
 - 15.1.4.1. To be considered as a bidder, all information in Appendix A must be answered in the order listed.
 - 15.1.4.2. Appendix A must be completed by the bidder.

15.2. Proposal Evaluation Categories And Weights:

- 15.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.
- 15.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. Bidders must be able to produce evidence that they have established a satisfactory record of agreement negotiations; performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the Bidder of least cost, but to the Bidder with the best combination of attributes based upon the evaluation criteria.
- 15.2.3. Evaluation and selection criteria:
 - 15.2.3.1. Provided all costs and fees, 0-40 points
 - 15.2.3.2. The vendor's proposal was responsive, 0-10 points.
 - 15.2.3.3. Demonstrated understanding of RFP requirements, 0-10 points.
 - 15.2.3.4. Provided references for relevant experience, 0-10 points.
 - 15.2.3.5. Quality of service, 0-10 points.
 - 15.2.3.6. Demonstrated stability of business, 0-10 points.
 - 15.2.3.7. Experience with large scale implementation, 0-10 points.Each bidder will be scored based on a determination of an evaluating committee. Upon completion of evaluation of proposals, the winning bid will be awarded. Upon award agreement, the other submitting bidders will be notified. The award bid will be open for review upon request.

15.3. Contractual Terms and Conditions:

- 15.3.1. Any firm submitting a proposal acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the firm and the District. **Any firm submitting a proposal agrees, by submitting a proposal, that any resulting contract between the District and the selected firms shall be substantially in the form of the attached Appendix E.** Any changes shall be mutually agreed upon by the parties, but the District reserves the right to reject the proposal of the submitting firm if an agreement cannot be reached on the final contract terms.

15.4. Terms of Contract

- 15.4.1. Initial term: July 1, 2025 through June 30, 2028
- 15.4.2. Renewals Renewable annually for two more years beyond the initial term stipulated in 3.4.1. First renewable term: July 1, 2028-June 30, 2029. Second renewable term: July 1, 2029-June 30, 2030.
- 15.4.3. After the initial twelve months, and same subsequent twelve month periods, the prices quoted in response to this RFP may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the product/commodity, as published by the United States Department Of Labor.

16. Required Insurance

16.1. Liability

- 16.1.1. \$1,000,000 per incident (minimum)

16.1.2. \$1,000,000 annual (minimum)

16.2. Workers Compensation

16.2.1. Statutory limits

16.3. Bond

16.3.1. Payment: Amount of Agreement

16.3.2. Performance: Amount of Agreement

16.4. Additional Insured

16.4.1. The District shall be named as additional insured under General Liability Policy

17. Disclosures and notifications

17.1. Conflicts of interest

17.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

17.2. Cooperative Procurement

17.2.1. Indicate whether, if the District accepted your proposal, you would provide the same services under the same prices and terms to any public school district located within the greater Kansas City metropolitan trade area.

17.2.1.1. _____ YES _____ NO (Initial Next to one)

17.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.

17.2.3. Other public school districts themselves have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.

17.2.4. The ordering public school district will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.

17.2.5. Each public school district that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

18. Contract terms

18.1. E-Verify

18.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

18.2. Liquidated Damages

18.2.1. The District may assess liquidated damages for work not completed as agreed upon.

18.3. Applicable law

18.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

18.4. Termination

18.4.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement and/or the supplier is not performing with the provisions and intent of this agreement. Upon receipt of the termination notice, the bidder shall have twenty days to correct non-compliance issues. If compliance is achieved, the termination notice will be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

18.5. Compliance with laws and policies

- 18.5.1. Bidder must comply with all federal and state anti-discrimination laws.
- 18.5.2. All work shall meet or exceed the Americans with Disabilities Guidelines.
- 18.5.3. *A-133 Compliance Supplement*: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

18.6. Background Checks

- 18.6.1. Contracts entered pursuant to this RFP must require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

18.7. Indemnity

- 18.7.1. The District will not agree to indemnify any bidder for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

18.8. Proposed contract

- 18.8.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

19. Interpretation, Questions, Withdrawal

19.1. Interpretation

- 19.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 19.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 23, 2025 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 19.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

19.2. Questions

- 19.2.1. Submit written questions to the following person:

Brad Kramer
Director of Nutrition Services
14001 East 32nd Street South
Independence, MO 64057
816-521-5371
brad_kramer@idschools.org

19.3. Withdrawal

- 19.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 19.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

20. Proposal submission and opening

20.1. Submission

- 20.1.1. Submit proposals in a sealed envelope which is clearly marked “Nutrition Services PREVENTATIVE MAINTENANCE SERVICES” and deliver to the following address and person:

Brad Kramer
Director of Nutrition Services
14001 East 32nd Street South
Independence, MO 64057
816-521-5371

- 20.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.
- 20.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. The District is not responsible for lateness or non-delivery by the U.S. Postal Service to the District. The time and date recorded by the District shall be the official time of receipt.
- 20.1.4. Bidder’s Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents may be in a PDF format.
- | | |
|-------------------------|-------|
| Technical Proposal | _____ |
| Features Response | _____ |
| Signed Debarment Letter | _____ |

20.2. Opening

- 20.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: May 14, 2025
Time: 1:35 p.m.
Location: Nutrition Services Office
14001 East 32nd Street South
Independence, MO 64057.

21. Reservation of Rights

21.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

22. Proposal Evaluation

22.1. Award

- 22.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified by phone call or email message at the earliest practical date. Non-winning bidders will be notified by email message or mailed document at the earliest practical date. The decision regarding acceptability of any firm’s qualifications/proposal shall remain entirely with the District, at the District’s sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.
- 22.1.2. The District notifies all proposers that female-owned business enterprises and minority-owned business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person

who performs work under it because of race, religion, color, sex, national origin or ancestry.

- 22.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

22.2. Acceptance Period

- 22.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2025.

23. Invoicing and Payments

- 23.1.** Invoices shall be prepared and submitted to the Independence School District.

24. Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- 24.1.** Successful bidder must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 24.2.** Successful bidder must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

- 24.3.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 24.4.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 24.5.** § 200.322 Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 24.6.** Price Adjustment- Prices for all items included in the Vendor’s bid may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally

recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Nutrition Services on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified, as provided in this clause.

Vendor shall provide written notice to the Director of any proposed adjustment from the contracted price not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the supplier or other party justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment in the contract the District reserves the right to cancel the contract upon fifteen (15) days written notice.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

5. I am over twenty-one years of age; and know of the matters set forth.
6. I am employed by _____ ("Company") and have authority to issue this affidavit on its behalf.
7. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding 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.
8. 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 _____, 201____.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____

Number of Years:

Type of Experience:

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – ISD NS-01 Nutrition Services Preventative Maintenance Services

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

5. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD NS-09 Nutrition Services Preventative Maintenance Services. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
6. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
7. Bidder acknowledges receipt of the following ADDENDA: _____.
8. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

2025-NS-01
Nutrition Services Preventative Maintenance

Contractor shall provide pricing for semi-annual preventative maintenance service as outlined in the specifications.

\$ _____ Dollars

In addition, Contractor shall provide the following labor rate for work outside of the specifications:

Hourly Rate (Technician)	\$ _____	Hourly Rate (Helper)	\$ _____
Emergency After Hours (Technician)	\$ _____	Emergency After Hours (Helper)	\$ _____
Sunday Rate	\$ _____	Holiday Rate	\$ _____
Materials Mark Up	\$ _____	Rental Equipment Mark Up	\$ _____
Trip Charge	\$ _____		

RESPECTFULLY SUBMITTED:

Signature

Title

Name (Please type or write clearly)

Date

Company Name

Telephone Number Fax Number

Street

Email address

City, State, Zip Code

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix B

Independence School District Addresses

High Schools and Middle Schools are open at 6:30 a.m. and Elementary Schools are open at 7:00 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30.

ELEMENTARY SCHOOLS

Benton Elementary 521-5599 Ex. 42570 429 S Leslie 64055	Santa Fe Trail Elementary 521-5599 Ex. 57570 1301 S. Windsor 64055
Blackburn Elementary 521-5599 Ex. 43570 17302 E RD Mize Rd 64057	Hanthorn 521-5599 Ex. 59570 1511 Kings Highway 64055
Bryant Elementary 521-5599 Ex. 44570 827 W College 64050	Randall Elementary 521-5599 Ex. 52570 509 Jennings Rd 64056
Fairmount Elementary 521-5599 Ex. 41570 120 N. Cedar, Sugar Creek, MO 64053	Sunshine Center 521-5599 Ex. 26570 18400 E Salisbury 64056
Glendale Elementary 521-5599 Ex. 45570 2611 Lee's Summit Rd 640	Mallinson Elementary 521-5599 Ex. 49570 709 N Forrest Ave 64054
Independence Academy 521-5599 Ex. 85570 600 W. Mechanic 64050	Ott Elementary 521-5599 Ex. 50570 1525 N. Noland Rd 64050
Luff Elementary 521-5599 Ex. 47570 3700 S Delaware Ave 64055	Procter Elementary 521-5599 Ex. 51570 1403 W Linden Ave. 64052
Little Blue Elementary 521-5599 Ex. 40570 2020 Quail Drive 64057	Cassell Park Elementary 10401 E. 31 st Street South 64052
Mill Creek Elementary 521-5599 Ex. 48570 2601 N. Liberty 64050	Wm Southern Elementary 521-5599 Ex. 53570 4300 S. Phelps Rd. 64055
Korte Elementary 521-5599 Ex. 46570 2437 S. Hardy 64052	Sugar Creek Elementary 521-5599 Ex. 56570 11424 Gill 64054
Spring Branch Elementary 521-5599 Ex. 54570 20404 E. Truman Road 64056	Three Trails Elementary 521-5599 Ex. 58570 11801 E. 32 nd St. 64052
Sycamore Elementary 521-5599 Ex. 55570 15208 E. 39 th St. 64055	

MIDDLE SCHOOLS

Bingham Middle School 521-5372 Ex. 23570
1716 S Speck Rd 64057

Bridger Middle School 521-5376 Ex. 21570
18200 E. M78 Highway 64057

Nowlin Middle School 521-5599 Ex. 25570
2800 Hardy 64052

Pioneer Ridge Middle School 521-5599 Ex. 24570
1656 S. Speck Rd. 64057

HIGH SCHOOLS

Truman High School 521-5599 Ex. 12570
3301 S Noland Rd 64055

Van Horn High School 521-5599 Ex. 17570
1109 Arlington 64053

William Chrisman High School 521-5599 Ex. 16570
1223 N. Noland Rd 64050

WAREHOUSE

Independence School District Nutrition Services 521-5371
14001 East 32nd Street South

WEST SIDE CAFÉ

Independence Central Office Location 521-5300
201 North Forest Avenue

Appendix C- 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 NAME & NUMBER: District Preventative Services NS-01

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).

____ 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

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Appendix D

Equipment Description	District Quantity	
Heated Cabinet	75	
Milk Cooler	41	
Oven	79	
Range	9	
Floor Mixer	32	
Walk-In Freezer	29	
Walk-In Cooler	19	
Reach-In Freezer	30	
Reach-In Cooler	41	
Hot Well	45	
Cold Well	21	
Dish Machine W/Booster Heater	30	
Steam Kettle/Tilt Skillet	32	
Steamer	1	
Ice Machine	22	
Microwave	30	
Hot Water Dispenser	1	
Hatco Heated Merchandiser	5	
Pizza Oven	3	

Exhibit C
Equipment Locations

Independence School District Addresses

High Schools and Middle Schools are open at 6:30 a.m. and Elementary Schools are open at 7:00 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30.

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Benton Elementary 521-5599 Ex. 42570 429 S Leslie 64055	Santa Fe Trail Elementary 521-5599 Ex. 57570 1301 S. Windsor 64055
Blackburn Elementary 521-5599 Ex. 43570 17302 E RD Mize Rd 64057	Hanthorn 521-5599 Ex. 59570 1511 Kings Highway 64055
Bryant Elementary 521-5599 Ex. 44570 827 W College 64050	Randall Elementary 521-5599 Ex. 52570 509 Jennings Rd 64056
Fairmount Elementary 521-5599 Ex. 41570 120 N. Cedar, Sugar Creek, MO 64053	Sunshine Center 521-5599 Ex. 26570 18400 E Salisbury 64056
Glendale Elementary 521-5599 Ex. 45570 2611 Lee's Summit Rd 640	Mallinson Elementary 521-5599 Ex. 49570 709 N Forrest Ave 64054
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Little Blue Elementary 521-5599 Ex. 40570 2020 Quail Drive 64057	Cassell Park Elementary 10401 E. 31 st Street South 64052
Mill Creek Elementary 521-5599 Ex. 48570	Wm Southern Elementary 521-5599 Ex. 53570

2601 N. Liberty 64050

4300 S. Phelps Rd. 64055

Korte Elementary 521-5599 Ex. 46570
2437 S. Hardy 64052

Sugar Creek Elementary 521-5599 Ex. 56570
11424 Gill 64054

Spring Branch Elementary 521-5599 Ex. 54570
20404 E. Truman Road 64056

Three Trails Elementary 521-5599 Ex. 58570
11801 E. 32nd St. 64052

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