



Lee's Summit R-VII School District
Purchasing and Distribution Services
702 SE 291 Highway
Lee's Summit, MO 64063
816-986-2190
Email: christa.battaglia@lsr7.net

REQUEST FOR PROPOSAL #2017-03

The Lee's Summit R-VII School District will accept separate sealed proposals from qualified persons or firms interested in submitting a response for the following RFP:

**FACILITATOR SERVICES FOR TEAM LEE'S SUMMIT
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

PROPOSALS MUST BE RECEIVED BY 3:00 PM (CST) ON THURSDAY MARCH 30, 2017

**Please mark your sealed envelope "RFP #2017-03 Facilitator Services for TEAM LS"
and return six (6) copies of your proposal to the following address:**

Lee's Summit R-VII School District
Purchasing & Distribution Services
Attention: Christa Battaglia, Purchasing Supervisor
702 SE 291 Highway
Lee's Summit, MO 64063

All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the Purchasing Supervisor at the email address listed at the top of this page. The deadline for questions is Monday, March 20, 2017 at 12:00 PM (CST)

**It is the responsibility of interested firms to check the website: <http://pds.lsr7.org/bidsrfp/> for any addendums or notices of information prior to the opening date and time of this RFP.
All addendums must be signed and included with your submitted proposal.**

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity and/or services in accordance with all terms, conditions, and pricing specified herein or to offer a "no response." Please type or print the information below. **The Respondent is REQUIRED to complete, sign and return this form with your submitted response for this RFP.**

_____		_____	
Company Name		Authorized Person (Print)	
_____		_____	
Address		Signature	
_____		_____	
City/State/Zip		Title	
_____		_____	
Telephone #	Fax #	Date	Tax ID #
_____		_____	
E-mail		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

If submitting a "no proposal" please provide a brief explanation for the reason why and return this page:

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**REQUEST FOR PROPOSAL FOR
RFP No. 2017-03 Facilitator Services for Team LS
Legal Notice**

The Lee's Summit R-VII School District is accepting proposals for Facilitator Services for TEAM Lee's Summit. Specifications, terms, and conditions are included in the RFP packet. The RFP is available on the District's website, <http://pds.lsr7.org/bidsrfp/>. RFPs must be received in Purchasing and Distribution at 702 SE 291 Highway, Lee's Summit, MO 64063, on or before 3:00 PM (C.S.T.) on March 30, 2017. **No Late Submittals will be accepted.** Questions regarding registration, contact the Purchasing & Distribution Services Department (816-986-2190).

SCOPE: The district is soliciting proposals from qualified persons or firms to provide Facilitator Services for TEAM Lee's Summit of the Lee's Summit R-VII School District. The purpose of TEAM Lee's Summit is to provide the best possible work environment for each Lee's Summit R-7 employee. This is accomplished by providing open, on-going, two-way communication regarding salary, benefits, and quality of work life issues for all Lee's Summit R-7 employee groups. Toward that end, TEAM Lee's Summit utilizes data to identify areas for improvement and formulate recommendations to address the following:

- Work environment
- Benefit package
- Salaries

The TEAM shall consist of five teachers, five classified employees, three district level administrators, two school principals and one or two members of the Board of Education. Discussion sessions will be closed except to TEAM Lee's Summit membership.

This contract starts on July 1, 2017 for a one (1) year period, with two (2) additional one-year periods possible.

1.0 INSTRUCTIONS TO RESPONDENTS:

- 1.1 Direct all questions regarding this proposal to Purchasing Supervisor listed on page 1. The District reserves the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the District.
- 1.2 Proposals submitted on separate forms are NOT acceptable unless specified in the document. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
- 1.3 It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. **Requests for clarification must be received in writing no later than Monday, April 3, 2017 at 12:00 PM Noon (CST).**
- 1.4 Changes to the specifications will not be allowed except by written addendum issued by the District. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.6 There will be no public opening of the proposals.
- 1.7 Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the specifications and offeror's proposal on the written order of the District.
- 1.8 Respondents shall initial all pages where the proposal document denotes "RESPONDENT'S INITIALS:
_____".
- 1.9 The District reserves the right to award this contract in its entirety or to split the contract among vendors, whichever is in the best interest of the District.

2.0 SPECIFIC REQUIREMENTS OF RFP:

2.1 Renewal Option:

2.1.1 The district reserves the right to negotiate this contract for annual renewals that begin on July 1st of each year, for two (2) additional one-year renewals.

2.1.2 The District shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the vendor does not waive the District's right to exercise the renewal option.

2.2 Evaluation: It is the intent this contract be awarded to no more than one service provider based on all relevant considerations including, but not necessarily limited to: experience and references, reporting capabilities, ability to perform services required and any other evaluative aspect which may impact this contract. The successful provider's first and major concern shall be service. An example of the evaluation score sheet is attached to this RFP for your reference.

2.3 Licenses and Permits: The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, **which shall include a current City of Lee's Summit, MO, business license.** Before issuance of a contract to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Purchasing Supervisor to be kept in the file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Treasury Division of the City of Lee's Summit at 816-969-1125, for information to obtain business licenses.

2.4 The successful respondent must provide Certificate of Insurance in accordance with **all requirements shown in the insurance requirements section of this document prior to awarding the contract.**

2.5 Work Authorization Affidavit: As a condition for the award of any contract in excess of five thousand dollars (\$5,000), the vendor or business entity, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the vendor's business license, termination of the contract, and debarment from work for a period of three years or permanently, and withholding 25% of the total amount due the contractor.

3.0 SPECIFICATIONS

3.1 Response time criteria:

3.1.1 Under this contract, it is required that the service provider be available during normal business hours of Monday thru Friday, 8:00 am to 5:00 pm. It is estimated that the service provider shall facilitate on-site meetings approximately seven (7) times per year, from September to May during the school year as determined by the district.

3.1.2 Service provider shall report to the Executive Director of Classified Staff and the Associate Superintendent of Human Resources.

3.1.3 Failure to deliver services in accordance with this contract and the contract terms and conditions, may result in the District, after due oral or written notice, contacting another service provider and requesting the work be performed by them. In this circumstance, the service provider shall not be entitled to any payment or damages and shall pay the District for any additional costs incurred. Failure to respond or report to the site within the agreed time frame, may be construed as a breach of this contract, and at the District's discretion, this contract may be terminated upon written notice by the District.

3.2 Post award information:

3.2.1 The service provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment and tools needed to fulfill the contract. In no event shall the District be responsible for any damages to any of the service provider's equipment damaged, destroyed or stolen.

3.3 Independent Vendor: The relationship of the service provider to the District shall be that of an independent vendor. Neither the service provider nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the District.

3.4 Assignment and Subcontracting: The service provider shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District.

3.5 Right of Owner to Terminate Contract:

3.5.1 The District, upon written notice, may terminate this contract, or any part thereof, as a result of the service provider's failure to render to the satisfaction of the District, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by the District. The District shall be the sole determinant in all termination for cause issues. The service provider shall not be entitled, nor shall the District give any consideration to claims for this contract, or any part hereof, by the District for cause. Such termination may come about for the sole convenience of the District. Upon receipt of written notification from the District that this contract or any part hereof, is to be terminated, the service provider shall immediately cease operation of the work stipulated. The service provider and District's evaluation shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.

4.0 SCHEDULE OF RFP PROCESS AND PROJECT COMPLETION

4.1 Timeline for RFP Process:

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

Mail RFP Notification	March 8, 2017
Deadline for Questions	March 20, 2017 @ 12:00 PM
Receive Proposals	March 30, 2017 @ 3:00 PM
Meet to review	Week of April 10, 2017
School Board	May 18, 2017
Notice to Proceed	May 19, 2017

4.2 Timeline of New Contract:

The District desires contract to commence July 1, 2017 in order to coordinate with the start of the 2017-18 school year.

SCOPE OF SERVICES

The District employees nearly 3,000 full time staff within seven different municipalities. The District provides public education to approximately 18,000 students and oversees 34 separate facilities. The purpose of this team is to provide the best possible work environment for each Lee's Summit R-7 staff member, by providing open, fair, on-going, two-way communication regarding salary, benefits and quality of work life issues for all Lee's Summit R-7 staff groups.

1. Objectives:

- The District is seeking a service provider to facilitate discussion of approximately seven (7) on-site meetings with TEAM Lee's Summit throughout the school year.
- Service provider shall work with TEAM LS staff to develop concensus driven recommendations for consideration by the Superintendent of schools.

2. Requirements:

- The service provider must have experience facilitating other groups in a similar agency or other entity.
- The service provider must demonstrate strong communication skills with large groups and individuals.
- The service provider must possess strong leadership and organization skills.

3. Tasks:

- Develop agendas for all meetings with the TEAM.
- Meet with district staff prior to each meeting.
- Assist the TEAM in development of concensus driven recommendations.
- Coordinate training for all TEAM members at the start of the year to promote trust and lateral thinking throughout the TEAM.
- Work with and be a resource to TEAM Lee's Summit, Business Services and Human Resources.
- Assist in developing a team environment that results in a high functioning, effective work team.

4. Cost

Description	Unit Price
Facilitation of TEAM Lee's Summit meetings and meetings with Business Services and Human Resources prior to TEAM meetings (hourly)	\$
Travel Per Diem	\$
Development of Meeting Agendas (time and materials)	\$
Miscellaneous costs as defined (please attach a separate sheet, if needed, to detail costs).	\$

PROPOSAL PAGE

Respondent must complete the following section in its entirety and sign and date where indicated. This agreement shall take effect upon the approval of the District.

The undersigned respondent hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated in, required by, and in conformity with the proposed agreement documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

- A. **Acceptance of proposal by District:** The District shall have a minimum of ninety (90) calendar days from the date of the proposal opening to accept respondent’s offer.

- B. **Response time/delivery:** As specified in requirements

- C. **District standard payment terms are Net 30 after receipt of invoice.**
Please state any discounts offered: _____

- D. **Submittals:** The following must be submitted with proposal
 - 1. **References and experience**
 - 2. **Personnel Qualifications**
 - 3. **E-Verify Affidavit**
 - 4. **Certificate of Insurance**
 - 5. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**

- F. Please list the name of your company and street address from which you will be working.

Company Name

Address

City, State, Zip Code

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

1) This section is optional; it will not affect the agreement. If the District awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the greater Kansas City metropolitan trade area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this agreement).

YES _____ NO _____ SIGNATURE: _____

2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the proposal or agreement unless they are specifically named in the Request or Proposals as a joint respondent.

4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration will be the responsibility of the ordering jurisdiction.

5) Each jurisdiction that is a party to the joint proposal has authority to 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.

LEE'S SUMMIT R-7 SCHOOL DISTRICT
PROPOSAL RANKING SHEET

SCORING RANGES

	<u>40 Point Questions</u>	<u>20 Point Questions</u>
Outstanding	30 – 40	17 – 20
Exceeds Expectations	20 – 29	13 – 16
Satisfactory	10 – 19	9 – 12
Below Satisfaction	0 – 9	0 – 8

Evaluation Criteria Fees	Maximum Points	Score
<p>1. Costs (per hour)</p> <p>The District will review and evaluate any/all proposals on a per hour bases. The District will also review any other added expenses listed for additional materials, mileages, etc.</p>	20	_____
<p>2. References & Experience</p> <p>The District will review and evaluate any/all proposals for the references and experience with similar sized school districts as indicated in the document.</p> <ul style="list-style-type: none"> • Reliability of the firm, based on references given • Experience with other similar sized schools/ businesses 	40	_____
<p>3. Project Approach</p> <p>The District will evaluate any/all proposals based on the narrative included in the project approach to include timeline, training, materials, etc.</p>	40	_____

Ranked By: _____

TOTAL POINTS
(100) _____

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

1. **AWARD.** The right is reserved, as the interest of the District may require rejecting any or all proposals and to waive any minor informality or irregularity in proposals received. The District may accept any item or group of items of any proposal unless qualified by specific limitation of the respondent. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, PROPOSALS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE DISTRICT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY PROPOSAL UPON AT THE UNIT PRICE OFFERED UNLESS THE RESPONDENT SPECIFIED OTHERWISE IN HIS PROPOSAL.** The agreement shall be awarded to that responsible and responsive person(s) whose proposal, conforming to the Request for Proposals, will be most advantageous (lowest price and best value) to the District, price and other factors considered. An award mailed (or otherwise furnished) to the successful respondent within the time for acceptance specified in the proposal, results in a binding agreement without further action by either party.
2. **PREPARATION OF PROPOSALS.**
 - A Respondents are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the respondent's risk.
 - B Each respondent shall furnish the information required by the Request for Proposals (RFP). The respondent shall sign the RFP and print or type his/her name on each sheet thereof on which he/she makes an entry. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the District.
 - C Unit price for each unit shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate proposals for supplies or services other than those specified will not be considered unless authorized by the RFP.
 - E Respondent must state a definite time for delivery of supplies or services unless otherwise specified in the RFP.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the proposal.
 - H In submitting proposals, the vendor agrees that the District shall have 90 days in which to accept or reject any of the prices submitted unless otherwise specified on the proposal page.
 - I Specification sheets **MUST** be returned with submittal.
3. **EXPLANATION TO RESPONDENTS.** Any explanation desired by a respondent regarding the meaning or interpretation of the RFP, terms or specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach respondents before the submission of their proposal. Verbal explanation or instruction given before the award of the agreement will not be binding. Any information given to a prospective respondent concerning a RFP will be furnished to all prospective respondents as an addendum to the RFP, if such information is necessary to respondents in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed respondents.
4. **ACKNOWLEDGMENT OF ADDENDUM TO REQUEST FOR PROPOSALS.** Receipt of an addendum to a RFP by a respondent must be acknowledged (a) by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals, or returned with the packet and received prior to closing time and date.
5. **SUBMISSION OF PROPOSALS.**
 - A Proposals and modification thereof shall be enclosed in sealed envelopes and addressed to Purchasing & Distribution Services, 702 SE 291 Highway, Lee's Summit, Missouri 64063. The respondent shall show the hour and date specified in the RFP for receipt, the RFP number, and the name and address of the respondent on the face of the envelope.
 - B Emailed or faxed proposals will not be considered.

- C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the District, at no expense to the District. If not consumed by testing, samples will be returned at respondents request and expense, unless otherwise specified by the RFP.
 - D Proposals will be publicly opened as stipulated in the "Request for Proposals".
 - E Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
6. **FAILURE TO SUBMIT PROPOSAL.** If no proposal submitted, do not return the RFP unless otherwise specified. A letter or postcard should be sent to the Purchasing and Distribution Service office advising whether future invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to propose or to notify Purchasing and Distribution office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn, by written notice prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a respondent or his/her authorized representative provided his/her identity is made known and he/she signs a receipt for the submittal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. Telephone requests to withdraw a proposal will be considered only if confirmed by letter or faxed letter.
8. **LATE PROPOSALS.** Proposals will NOT be accepted after the date and time of closing under any circumstances.
9. **DISCOUNTS AND PROPOSAL EVALUATION.** Discounts offered for prompt payment may be considered in proposal evaluation. Example, if the District were to make a bulk purchase of items for a special event.
10. **MATERIAL AVAILABILITY.** Respondents must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the respondent to notify the District immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
11. **AWARD OF AGREEMENT.**
- A. **BASIS OF AWARD.**
 - (1) Only qualified proposals will be considered.
 - (2) Respondents maybe requested to submit financial statements subsequent to the opening. Such statements shall be submitted to District within three (3) days after being so requested.
 - (3) The award of the agreement, if it is awarded, will be to the lowest responsible and responsive respondent whose qualifications indicate the award will be in the best interest of the District and whose proposal complies with all prescribed requirements.
 - (4) The District reserves the right to reject any and all proposals, and waive any and all informalities, and the right to disregard all non-conforming or conditional prices or counter-proposals.
 - B. **EVALUATION OF PROPOSALS.**
 - (1) The evaluation of proposals will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated, quality of vending machines, and ability to provide a wide variety of quality products.
 - (2) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The District may assume that items are equal or it may request samples and proof thereof unless approved before shipment. The District reserves the right to return at respondent's expense all items that are not acceptable as equals, said items to be replaced by respondent with satisfactory items at the original price.
 - C. **NOTICE OF AWARD.** After considering the basis of award and evaluation of proposals, the District will within ninety (90) days after the date of opening proposals, notify the successful respondent of acceptance of his/her proposal.

12. **QUALIFICATIONS OF RESPONDENTS.** The District may make such investigations as are deemed necessary to determine the ability of the respondent to perform the work and the respondent shall furnish all such information and date for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of such respondent fails to satisfy the district that such respondent is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.
13. **ANTI-TRUST.** Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
14. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the manufacturer for any or all items shall apply to the items offered under this proposal.
15. **EXPERIENCE STATEMENT** (if required). Only those proposals will be considered which are submitted by respondents who submit with their proposal an experience statement listing satisfactory service of existing vending agreements. A list of comparable projects, including pertinent information and identification of the districts or local governments, shall be submitted with the proposal. Similar experience statements shall be included for any subcontractors named in the proposal.

GENERAL CONTRACT REQUIREMENTS.

1. **DEFINITIONS.**
 - A "District" shall refer to:
Lee's Summit R-7 School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.
 - B "Selected respondent" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the agreement and who has entered into this agreement for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate agreement or agreement with the contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the agreement documents.
Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District.
 - F The term "estimated" represents quantities estimated for the period of time stated.
 - G The term "minimum" means the District will order this quantity of supplies during the period of this agreement at the price bid.
3. **AGREEMENT TERMS.** The performance of this agreement shall be governed solely by the terms and conditions as set forth in this agreement and any specifications or documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the agreement.
4. **TRANSPORTATION CHARGES.** When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by the selected respondent.
5. **PACKAGING.** The District will not be liable for any charges for delivery, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the District under the terms and conditions of this document shall be deemed accepted until the District has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the selected respondent

or herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the selected respondent's expense for full credit or replacement.

7. **GENERAL GUARANTY AND WARRANTY.** The selected respondent warrants that all materials, fixtures, and equipment furnished by the selected respondent's and his/her sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The selected respondent also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the agreement. Furthermore, he/her shall furnish the District with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the agreement.
8. **PATENTS.** The selected respondent warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and selected respondent covenants that he will at his own expense, defend every suit which may be brought against the District, or those selling or using district's product (provided selected respondent is promptly notified of such suit and all papers therein are delivered to selected respondent) for any alleged infringement of any patent by reason of the sale or use of such articles and selected respondent agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** The District assumes no obligation for products or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to District's rejection and return at selected respondent's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this agreement due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of selected respondent, or in the event of breach of any of the terms hereof including the warranties of the selected respondent, the District may cancel this agreement or affirm the agreement and hold selected respondent responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** The vendor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to the vendor's performance under this agreement. Vendor shall indemnify and hold the District harmless on account of any violations thereof relating to Vendor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The District requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF AGREEMENT AND ASSIGNMENTS.** This agreement shall be construed according to the laws of the State of Missouri. This agreement, or any rights, obligations, or duties hereunder may not be assigned by the selected respondent without the District's written consent and any attempted assignment without such consent shall be void.
16. **SELECTED RESPONDENT'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: agreement number (if any), purchase order number, item number; agreement description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Lee's Summit R-7 School District's

Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.

17. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the District relative to any part of this agreement will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said selected respondent at his/her last given address or delivered in person to said selected respondent or his/her authorized representative on the work or service.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this agreement will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this agreement immediately, under breach of agreement, if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the agreement period the selected respondent will be liable for all costs in excess of the established agreement pricing.
20. **INDEMNITY AND HOLD HARMLESS.** The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, his/her sub-contractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-AGREEMENTS.**
 - A. The selected respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.
 - B. The selected respondent shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
 - C. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the agreement.
 - D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.
22. **UNIFORM COMMERCIAL CODE.** This agreement is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said agreement.
23. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this agreement in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this agreement, the selected respondent shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the agreement. Any claim by the selected respondent for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the selected respondent's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the agreement as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The selected respondent shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the selected respondent shall bear all risks for rejected supplies after notice of rejection.
25. **EXECUTION OF AGREEMENT.** The agreement shall consist of a **YEARLY AGREEMENT** and a copy of the selected respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the selected respondent is as set forth in the selected respondent's RFP. Items not awarded, if any, have been deleted.
26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this agreement, the selected respondent agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
27. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
28. **ASSIGNMENTS.** Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part his interest under any of the agreement documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the District.

SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. INSURANCE:

The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY \$2,000,000

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence: \$ 2,000,000

Personal & Advertising Injury: \$ 2,000,000

Products/Completed Operations Aggregate: \$ 2,000,000

General Aggregate: \$ 2,000,000

Policy must include the following conditions:

- Contractual Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Independent Contractors
- Additional Insured: Lee's Summit R-7 School District

The certificate holder on the Certificate of Insurance shall be as follows:

Lee's Summit R-7 School District
Purchasing and Distribution Services Department
702 SE M-291 Highway
Lee's Summit, MO 64063

2. INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the Lee's Summit, R-7 School District, 301 NE Tudor Road, Lee's Summit, MO 64086, Attn: Accounts Payable. Invoices shall contain the following information: contract number, item number, description of services, unit prices, and extended totals.

FORM NO. 1: FACILITATOR PROFILE

1. Lead Facilitation Firm(s) (or Joint Venture) Name and Address:
 - 1a. Firm / Provider is: National Regional Local
 - 1b. Year Firm / Provider Established:
Years of Experience providing facilitation services? _____
 - 1c. Licensed to do business in the State of Missouri: Yes No
 - 1d. Name, title, telephone number and email address of Principal to contact:
 - 1e. Address of office to perform work, if different from Item No. 1:
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the District's project:
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE SUB-CONTRACTORS

Each respondent must complete this form for all proposed sub-contractors.

SUBCONTRACTOR #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Facilitation Services? _____

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.
-

SUBCONTRACTOR #2

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Facilitation Services? _____

- Complete Form No. 4 for all key personnel assigned to this project for this subcontractor.
-

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the districts project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the District's project. List no more than ten (10) total projects:

Client Name & Address:

Completion Date (Actual or Estimated):

Client Contact Person, Title & Telephone Number:

Estimated Cost for Entire Project: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firm's/Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/ Project Assignment) who worked on the stated project that shall be assigned to the District's project:

FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to District's needs
- Describe implementation process of review and findings
- Identify any and all proven techniques used during the process
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Proposed method of team building training used (in person, hand-outs, on-line, surveys, site visits, etc.)
- Proposed communication process

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:



Lee's Summit R-VII School District

301 NE Tudor Road
Lee's Summit, Missouri 64086
(816) 986-1000 • FAX (816) 986-1168

Business Services

February 10, 2012

Dear Vendor:

As a condition for any service provided to the Lee's Summit R-VII School District, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract services. [RSMO 285.530 (2)]. The completed affidavit must be returned as part of the contract documentation or mailed to Lee's Summit R-VII School District, Attention: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086-5702. **A completed affidavit must be returned by March 16, 2012.**

This affidavit affirms that _____ (Company Name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and _____ (Company Name) does not knowingly employ any person who is unauthorized alien in conjunction with the contracted services.

Name (Please Print) of registered agent, legal representative or corporate officer

Title

Signature of registered agent, legal representative or corporate officer

Subscribed and sworn to before me this _____ of _____. I am commissioned as
(DAY) (MONTH, YEAR)

a notary public within the County of _____, State of _____, and my commission
(NAME OF COUNTY) (NAME OF STATE)

expires on _____.
(DATE)

Signature of Notary

Date

**Failure to respond will cause payments due to you to be held until affidavit is received.
Once the affidavit is received, payments will be released.**