

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@leesummit.k12.mo.us

NOTICE OF AWARD
REQUEST FOR PROPOSALS #2017-06
Middle School Yearbooks

The Lee's Summit R-VII School District has reviewed your proposal titled REQUEST FOR PROPOSALS #2017-06, dated May 23, 2017 and after review by the evaluation committee, Purchasing and Distribution Services has determined your submittal to be in the best interest of the district and has accepted your offer as stated in Exhibit A for Pleasant Lea Middle School.

Pursuant to the executed REQUEST FOR PROPOSALS #2017-04, the stated Middle School Yearbook Agreement shall commence on July 1, 2017 and expire on June 30, 2018. Furthermore, Herff Jones and the Lee's Summit R-VII School District must mutually agree to extend the Middle School Yearbook Agreement for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years for the entire contract period.

All specifications including terms and conditions contained within the submittal shall be binding and supersedes the language contained within the Notice of Award.

Please sign both copies of the contract agreement and return all documents to the attention of the Purchasing Supervisor, Christa Battaglia at the Purchasing & Distribution office, located at 702 SE 291 Highway, by July 7, 2017.

<u>Molly Baker</u> Herff Jones	<u>7.5.17</u> Date	_____
<u>Sales Representative</u> Title		
<u>Am Gp</u> Lee's Summit R-VII School District	<u>Director of Purch & Dist</u> Title	<u>7/21/2017</u> Date



SERVICE AGREEMENT

Middle School Yearbook

RFP #2017-06

This agreement made and entered into this 5th day of July, 2017, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and Herff Jones, a corporation in the State of Kansas, hereafter referred to as "Service Provider", Witnessed, that:

Whereas, Service Provider has offered to provide the services, payment terms and insurance requirements, subject to the General Conditions describe in Exhibit A and

Whereas, the District desires to engage Service Provider to perform such services.

Now, therefore, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. District employs Service Provider to perform the services hereinafter set forth for Pleasant Lea Middle School only.
2. Services: Service Provider represents that it is equipped, competent and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Proposal, ("Proposal"); Scope of Services ("Scope"); Payment Terms; Insurance Requirements and General Terms and Conditions, attached hereto as Exhibit A.
3. No financial obligation shall accrue against the District until Service provider makes delivery pursuant to order of the Purchasing Agent and/or his approved designee. If additional services or supplies are requested by the District, the Service Provider will prepare and submit to the District an estimate of the total cost associated with such additional services and supplies. The District will review and approve in writing such cost estimate for additional services and supplies, and the total compensation and reimbursement to be paid by the District to the Service Provider for such approved additional services and supplies shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis as Service Provider's current standard rates, which will in no event exceed the amount approved by the District in writing for such additional services.
4. The term of this Agreement shall commence on July 1, 2017 and expire on June 30, 2018. Furthermore, Herff Jones and the District must mutually agree to renew and extend the executed Middle School Yearbook agreement pertaining to all prices, terms and conditions and specifications for an additional one (1) year period, but not to exceed three (3) additional one (1) year periods for a total of four (4) years.
5. This Contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

6. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the District and the Service Provider.

Lee's Summit R-7 School District:

 Ben Ly 7/21/2017
Director Purchasing & Distribution Date

Service Provider:

 Molly Baker 7.5.17
Title: Date
Sales Representative
Herff Jones, Inc