



LEE'S SUMMIT  
R-7 SCHOOLS  
*Learning for Life*

Lee's Summit R-VII School District  
Purchasing and Distribution Services  
702 SE M-291 Highway  
Lee's Summit, MO 64063  
816-986-2190

April 30, 2021

NPG-NEWSPRESS & GAZETTE COMPANY  
SANDY NELSON  
825 EDMOND AVE  
ST JOSEPH MO 64501

SUBJECT: Contract Renewal

<b>Bid/RFP # and Title</b>	<b>RFP No. 2019-38 Printing &amp; Mailing of "Our Schools" Publication</b>
<b>Original Contract Term:</b>	<b>July 1, 2019 to June 30, 2021</b>
<b>Number of Renewals for Contract:</b>	<b>2</b>

Dear Ms. Nelson;

The current period on the contract referenced above is due to expire on June 30, 2021. There is a provision to renew this contract for an additional (1) one-year period. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per contract executed on August 19, 2019. I am inquiring to see if you would be interested in extending the contract for this additional period of time.

Please complete the appropriate section below indicating your response on renewing the contract no later than May 14, 2021. If pricing needs to be adjusted, please fill out the attached pricing sheet and include the manufacturer/supplier documentation that supports the price increase. The increase will be limited to the current Federal Price Index, "CPI-U, All Items" (Urban Consumers) index CPI rate.

Thanks for your consideration in this matter. If you have any questions, please feel free to contact me at 816.986.2210.


Sincerely,

Jennifer Lalumondier  
Purchasing and Distribution Services Administrative Assistant

- I agree to the renewal of RFP No. 2019-38 Printing & Mailing of "Our Schools" Publication for the period beginning July 1, 2021 to June 30 2022. All terms and conditions of the original agreement will remain the same.
- I agree to the renewal of RFP No. 2019-38 Printing & Mailing of "Our Schools" Publication for the period beginning July 1, 2021 to June 30 2022, but will require adjustments to the price that was included in the original contract. I have included the new price(s) along with the justification of the adjustment.
- No, I do not wish to renew the contract.

  
Authorized Signature

5/24/2021  
Date

  
Title



## AGREEMENT FOR PRINTING SERVICES

### **Parties to Agreement**

This agreement for printing services is made and entered into as of the 4 day of May 2021, by and between **NPG Newspapers, Inc.**, and Unified School District, No. 229, Johnson County, State of Kansas commonly referred to as Blue Valley Schools ("the District").

### **Services**

NPG agrees to provide all services for the design, layout and printing of four (4) issues of *Blue Valley Today* as stated in this agreement. In return, the School District agrees to allow NPG to sell advertising into the publications to area merchants within the conditions as stated below.

### **Specification for each issue of: *Blue Valley School Today***

- Four (4) issues annually, December 2021, March 2022, May 2022 and June 2022.
- All deadlines for copy/photos, proofing, printing, and mailing will be determined in advance by NPG. Failure to meet deadlines could result in additional fees for production and possible cancellation of this agreement.
- Pages: 16 to 24 page magazine, depending on advertising sales.
- Finished size: approximately 8.5"x11".
- Ink: 4-Color process throughout.
- Quantity: Approximately 51,130 copies with approximately 50,880 bulk-mailed to all addresses within the District boundary and the remaining quantity to be delivered to the School District Communication Office. Note: Total quantity is subject to change based on the number of homes within the School District.
- Stock: 60# glossy or comparable stock.
- The magazine will be no more than fifty (50) percent advertising without approval from the district. The magazine can grow up to a maximum of thirty-two (32) pages with advertising support and approval from the School District.
- The School District will provide all articles and photos for each magazine.
- NPG will be responsible for all creative aspects of preparing the magazine, including layout and design.
- NPG will sell advertising into the publications; revenue from advertising sales will remain with NPG.
- NPG will not accept or solicit advertising related to alcohol, tobacco, firearms/weapons, adult entertainment, religion, political candidates or political issues.
- NPG will provide the School District an electronic proof prior to printing each issue.
- NPG is responsible for printing each magazine.
- NPG is responsible for delivering the finished product to Burdiss, 9940 Widmer Rd., Lenexa, KS 66215 for processing and mailing.
- The School District agrees to pay all mailing costs (US Postage and Burdiss) for each publication at a standard, commercial business rate.

### **Terms and Conditions**

**Governing Law:** This Agreement shall be governed by the laws of the State of Kansas. If any provision of this agreement is found to be void or unenforceable, the remaining provisions of this agreement shall remain binding and in full force and effect.

SW  
5/24/21



Assignment: NPG is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest, therein or its power to execute such agreement to any other person, agent, broker, company, insurer or corporation without the previous written approval of the School District.

Term of Agreement: The term of this agreement shall be for a period of twelve (12) months commencing on the effective date of this agreement. The School District retains the right to renew this agreement annually, for four (4) additional one-year periods, if services are satisfactory and both parties agree.

Termination of Agreement: Either party shall have the right to terminate this agreement: (1) immediately, upon default or material breach of this agreement, or (2) without cause, upon giving the other party at least ninety (90) calendar days prior written notice of such termination.

Relationship of Parties: The work shall be performed by NPG as an independent contractor and not as an agent or employee of the School District.

**Advertising Requirements and Restrictions.**

Advertising shall be appropriate for audiences of all ages (i.e. not containing anything of a nature or intent that is obscene, profane, vulgar, prurient, defamatory, abusive, impolite, sexual, discriminatory, or promotes services not suitable for minors). Advertising shall be inclusive and a natural reflection of our society as a whole. Advertising shall be of high production quality. Placement, size, style and location of any kinds of advertising shall be approved by the School District. No advertising will appear on the front cover of the publication.

A notation will appear in the publications indicating that printing was provided by NPG.

This Agreement encompasses all written and oral agreements of the parties and is entered into this 4th day of May 2021.

**BLUE VALLEY SCHOOL DISTRICT,  
JOHNSON COUNTY, KANSAS**

**NPG NEWSPAPERS, INC.**

By: Kristi McNerlin  
Name: Kristi McNerlin  
Title: Chief Communication Officer

By: Sandy Nelson  
Name: Sandy Nelson  
Title: Publisher

State of Kansas  
Department of Administration  
DA-146a (Rev. 10-11)

**CONTRACTUAL PROVISIONS ATTACHMENT**

<sup>2</sup>  
SN  
5/24/21

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby Incorporated in this contract and made a part thereof." The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 4 day of June, 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Contractor agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.