



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 6, 2021

FAVORITE HEALTHCARE STAFFING INC
 DEBRA MacLEOD
 7255 W 98TH TERR, BUILDING 5, SUITE 150
 OVERLAND PARK KS 66212

SUBJECT: Contract Renewal

Bid/RFP # and Title	RFP. No. 2018-06 Supplemental Health Care Staffing for Special Services Department
Original Contract Term:	May 21, 2018 to May 20, 2021
Number of Renewals for Contract:	2

Dear Ms. MacLEOD,

The current period on the contract referenced above is due to expire on May 20, 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 May 22, 2018. 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 April 30, 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. Supplemental Health Care Staffing for Special Services Department for the period beginning May 21, 2021 to May 20, 2022. All terms and conditions of the original agreement will remain the same.
- I agree to the renewal of RFP No. Supplemental Health Care Staffing for Special Services Department for the period beginning May 21, 2021 to May 20, 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

4/6/2021

 Date

 Regional Director

 Title

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: None

- D. **Submittals:** The following must be submitted with proposal
 1. **Forms 1 - 6**
 2. **Completed W9 and E-Verification Affidavit**
 3. **Return all parts of this complete document (respondents to keep copy of proposal submitted)**

E. Please list the name of your company and street address:

Favorite Healthcare Staffing, Inc.
Company Name

7255 W 98th Terrace, Building 5, Suite 150
Address

Overland Park, KS 66212
City, State, Zip Code

Respondent's Initials DM

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: *Debra Mackeay RSE*

- 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.

Respondent's Initials *DME*



Description of Services Provided:

Favorite Healthcare Staffing, Inc. is a Joint Commission certified, privately held corporation with branches in major metropolitan areas throughout the United States, that includes our flagship Branch in Kansas City. Favorite was incorporated in 1984 and is registered in the state of Kansas. Founded and owned by one family since 1981, Favorite has always grown organically, not through acquisition. This has been made possible through our reputation of delivering high quality services to both our clients and healthcare professionals. Our mission is to be the nation's premier provider of temporary healthcare professionals and managed solutions by exceeding the expectations of our clients, associates, and the individuals we serve.

Favorite has remained financially sound over the years through sophisticated management and the ability to meet the changing needs of the market and our clients. This has allowed us to successfully weather the ups and downs in the economy. Of particular note is the fact that Favorite has no long-term debt and maintains an excellent credit rating. What this means to you as a client is no fears of financial solvency or workers not being paid which could cause a major interruption in service for any of the Lee Summit School facilities.

The corporate headquarters, located in Overland Park, KS, provides a full range of support services to the local branch. These include, but are not limited to: human resources, legal, quality assurance, contract administration, accounting, payroll, IT, purchasing, and advertising. In addition, we have the following staffing divisions at the corporate office: Travel Services, Allied Services, Favorite Managed Services/VMS, Advanced Practice, Direct Hire, National Accounts, Clinical Research and the National Operations Center (Call Center).

This contract would be serviced by our Kansas City Branch is located at 7111 West 98th Terrace, Suite 150, Overland Park, KS 66212. The Kansas City Branch is overseen by Stephanie Render, Regional Director along with Jacque Peterson, our Operations Manager and 8 highly skilled recruiters. The Kansas City Branch currently staffs 11 local school district contracts including Gardner, Blue Valley and Bonner Springs in Kansas and Center, KC Mo, Raymore/Peculiar, North Kansas City, Liberty, Raytown, Platte City, Kansas City Kansas, and Park Hill in Missouri. Our Branch successfully delivers quality personnel and exceptional customer service to all our school contracts.

Roles of all Parties Involved:

Favorite is the only staffing company providing a team dedicated to YOU 24 hours a day/7 days a week/365 days per year. Favorite can provide a comprehensive menu of services, offering flexible staffing models including per diem, travel, block, contract and direct hire staffing in the following areas: nursing, allied, advanced practice, physician, rapid response, disaster, and project staff. All of Favorite's services are provided to the healthcare community through state-of-the art technology and managed by a designated point of contact. Favorite has experience and expertise in assisting healthcare organizations realize their supplemental staffing goals and initiatives. Each year, hundreds of healthcare facilities, schools, and clinics choose Favorite to provide qualified temporary medical staff. They choose us for one primary reason – we are very good at what we do! Favorite has developed a strong team of office and nursing staff to meet our client's needs including quality teams in place for per diem staffing, travel staffing, allied health staffing, national accounts, and school contracts. Favorite has been at the forefront of the supplemental staffing business and has been a pacesetter for our competition. We were the first organization to develop a proprietary computerized staffing program enabling our staff to handle a large number of orders and match them effectively with the availability of our staff. We are the first organization to develop and effectively implement the 24-hour Operations Center concept which enables clients to phone at any hour of the day or night,



including weekends, and immediately review assignments with a recruiter knowledgeable and able to answer any questions or meet specific staffing needs. There is no talking to an answering service or waiting for a call back with our organization.

Our local Kansas City Branch business hours are from 8:00 am to 5:30 pm, Monday through Friday. Our National Operations Center covers all other hours. A local branch member remains on call to the Operations Center should our Operations Center staff have any questions or need assistance in filling a particular order or replacing an employee who has called in sick, etc. Local branch members rotate call and we find it helps us remain “connected” to our after-hours business. Being on call allows us to have a finer and more acute awareness of the importance of precise and well documented communications, which are essential in conducting a quality 24 hour, 7 day a week service. This also allows us to fill last minute orders called from the school or sick calls from a nurse or therapist.

In addition to the local branch person on call, a Regional Director or Vice President is also always on call as a back-up resource. All of us in this organization understand that our commitment is a 24-hour one.

Our travel and allied divisions assist our local branch to fill therapy positions or contracts at the districts as they come up. We also provide per diem or “day to day” staffing as needed. Contracts seem to be the most advantageous scheduling technique to ensure the child has continuity of care. Our local branch recruiters will assist in securing the right personnel who are experienced in school nurse positions with the right qualifications and credentials. Stephanie Render, our Kansas City Branch Director will oversee operations at the District and will direct timelines, monitor and report monthly on the program during scheduled conference calls with the District. She will also respond to any complaints or concerns with urgency and follow up. Our Quality Assurance department will assist the branch with quarterly compliance review on credentials.

Corporate Office

Favorite and the FMS division are supported by the corporate office staff which consists of executive and senior management, administrative, payroll, accounts payable and receivable, human resources, quality assurance, accounting, information technology, marketing, recruitment and contract administration. Our corporate staff includes nurses working in the areas of legislation, healthcare personnel competence, and testing issues. The Department Directors and Branch Directors report to a Vice President or Regional Director who in turn, report to the President of the company. Debra MacLeod, SR. Vice President will be overseeing this contract. She comes with over 28 years in the staffing industry nationwide and is also an RN.

National Travel Services Department

Favorite also enjoys the benefit of an established National Travel Services division, which allows us to provide a greater base of resources to Clients served by our local offices, as well as providing services in cities that are not supported by a local branch office. Our National Travel Services has over 5,000 active healthcare personnel ready to be placed on assignments ranging in length between 2 weeks to 52 weeks. Many of our clients find contract labor to be a great solution for hard to find positions or those requiring continuity of care.

National Allied Health Department

Favorite is able to further support school organizations by providing a full line of allied health personnel, including therapy positions as requested. Assignment options include per diem, long and short-term contract, travel, temp-to-perm, and direct hire/permanent placement.

Proven Techniques

Favorite is dedicated to providing, advocating for, and focusing on **quality** in professional nursing and



allied healthcare; including supplying unparalleled support services to hospitals, nursing homes, and schools.

Favorite’s staff and healthcare employees are concerned with and work to ensure every child’s well-being in every school that we provide services to. The children we serve are an integral part of their family and their community. As a healthcare service, we are constantly striving to incorporate all factors relative to the child’s health by assisting them reach optimum levels of health and function to the best of their ability within their community.

Favorite employs and places healthcare personnel according to the standards defined by our Clients. Applying the standards set for by the Joint Commission, our local branch Director meets with clinical and administrative representatives to define the needs that may exist and the qualifications that will be required to meet those needs. All assignments are accomplished within the policies of the Client facility and at the direction of the Client’s representative.

Credentialing

Favorite prides itself on hiring the most qualified and highest-quality temporary nurses in the industry. All of Favorite’s nurses possess the following qualifications and undergo the following credentialing requirements (listed in alphabetical order).

Qualification/Credential	Description
1. Annual Training and Orientation	Evidence of a yearly review of Fire & Safety, Infection Prevention, Hazardous Waste, Joint Commission Patient Safety Goals and OSHA and HIPAA Privacy and Security standards is required of all Favorite Healthcare Staffing, Inc. employees.
2. Certifications	Primary Source verification of any C.P.R. card and/or other certifications (ACLS, PALS, etc.) as required.
3. Criminal Background Investigation	All applicants are checked in a manner compliant with the requirements of our clients and always in accordance with government regulations.
4. Education	Documentation of Education associated with profession/class. (We accept if it is documented on the application)
5. Health and TB Test	Pre-employment health statement by a physician, physician’s assistant or nurse practitioner. Upon hire and annually, TB within the past year/or TB questionnaire and current clear chest x-ray. Other specific health requirements as directed by client or state health guidelines. Each applicant must have received the Hepatitis B vaccination series or have provided a declination.
6. I-9 & E-Verify	Documentation and verification upon Pre-employment. E-Verify properly processed.
7. Interview	Prospective employees are interviewed by the branch director or designee. During the interview, emphasis is placed upon work history, clinical expertise and review of the testing results.
8. License Verification/Copy	Primary Source On-Line Verification of the employee’s license/certification verified with the state, unless the state does not offer verification.
9. OIG/GSA Check	Automatically checked on all new hires and then approximately every 3 months thereafter.
10. Picture Identification	A photo I.D. from a reliable source.
11. Pre-Employment Screening	All applicants are subjected to a 10-panel drug screen and otherwise tested in accordance with applicable regulatory requirements.



12. References	At least two satisfactory written or verbal references verifying work performance in applicable clinical areas.
13. Skills Inventory	A comprehensive skills inventory appropriate to job classification and age-specific self-assessment.
14. Testing	Documentation of applicants' competency tests for most clinical staffing areas. A passing grade of 80 percent or better must be obtained. Certain specialty areas and paraprofessional testing may be replaced with client interview or other evaluation.
15. Work History	Documentation of work history associated with profession/class. (We accept if it is documented on the application)

Scheduling Practices/Response Time

Favorite has been at the forefront of the supplemental staffing business and has been a pace setter for our competition. We were the first organization to develop a proprietary computerized staffing program enabling our staff to provide immediate response time. This technology enables our office personnel to handle a large number of orders and match them effectively with the availability of our temporary staff, often while we still have the client on the telephone. We were the first organization to develop and effectively implement the 24-hour National Operations Center concept.

Our National Operations Center (Call Center) allows clients to phone at any time, day or night, including weekends, and immediately review assignments with a staffing coordinator who has the knowledge and ability to answer any questions or meet specific staffing needs. There is no lag time in leaving a message with an answering service or machine. The maximum response time to the client to fill an order is dependent on the urgency of the order. If the order is next shift, our response is within the hour or less. Response times on orders which are placed further out in the week or month are agreed upon with our coordinators and individual clients at the time the orders are placed.

Plan for Absences

We have procedures and incentives in place to obtain our employees' availability weeks and even months in advance. Our healthcare orders are sent out to our school nurses by use of a proprietary mobile application that matches the orders to selected, prescreened and qualified personnel. This allows us to fill last minute school orders as well as long term orders quickly. Once the orders are matched, then we confirm the booked shifts with our Clients. WE also utilize a texting function to communicate quickly to employees for last minute order filling.

Our proprietary computer staffing program allows us to carefully match employee availability with Clients' needs quickly and efficiently. The employee profiles are set up by classification (RN, LPN, CNA) and by area of expertise, state of licensure, and availability. The Client orders are also entered requesting classification, date, shift, and area of expertise. The computer will not allow scheduling unless class and areas match. The program handles significant quantities of data, sorts and prints separate schedules for the Client and each employee booked with the Client so confirmation of schedules is completed quickly and accurately. In addition, our computer program allows us the capability to block out personnel who are not qualified to work at a certain facility and pull up personnel who have been screened, oriented, and accepted by facility. The system calls these "preferred" employees. This capability helps to eliminate the possibility of our scheduling an individual who has either not been through the Client's screening/orientation/acceptance procedures or has been rejected by the Client.

If there are call offs or shifts that need to be filled last minute, our 24/7 National Operations Center will manage that process. They are an extension of our branch staff with computerized scheduling capabilities that mirror our branch activities. All nurses that are accepted into your program will be marked as preferred and easily identified in our scheduling system. Our technology is second to none in the industry.



Proposed Timeline

May 18 Notice to Proceed

After receiving notice of Bid Selection, our Branch Director and Operational Manager will meet with the District representative. Our staff will gain an understanding of the children involved and their health care requirements. Immediate review of current Nursing staff and Therapy staff will ensure we make the correct match to deliver quality healthcare. Understanding the challenges of each child and the school they attend will be essential.

TBA Orientation for Staff

All Nursing and Therapy personnel to orient to current District process.

Monthly/Quarterly Compliance and performance review as requested by the District.

Why Choose Favorite?

1. Proven track record
2. Joint Commission Certification
3. Stable Financially/ Debt Free
4. National Operation Center
5. Healthcare Specific Technology
6. Nationwide Recruitment
7. High Integrity Partner

FORM NO. 6: PRICING

This contract will be for on-call, as needed services. Please note that all quantities are estimated and are not guaranteed. The District reserves the right to adjust the quantities due to the needs of the District. Please include any discounts offered.

Bill Rates for Supplemental Staff

Specialty	Hourly Rate
OT / PT / SLP	\$ 61.00
RN	\$ 47.00
LPN	\$ 35.00
COTA / PTA	\$ 53.00
SLP CFY	\$ 65.00

Mileage will be reimbursed if travel is required between facilities during work days. Mileage will be billed at the current IRS approve rate per mile.

All rates include: meals and lodging costs, if incurred. Payroll, employee benefits, worker's compensation insurance, malpractice insurance and travel expenses, if required.

Signature: 

Typed Name and Title: Debra MacLeod, Senior Vice President
Telephone Number: 800-676-3456
Date: 5/2/2018

Respondent's Initials DM

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 PROPOSED 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.**

Respondent's Initials DM

- 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

Respondent's Initials

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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.

Respondent's Initials



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.

Respondent's Initials DM

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 subcontractors, 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.

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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

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**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

Not applicable.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 1,000,000
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

c. AUTOMOBILE LIABILITY

Policy shall protect the consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section.

d. WORKERS' COMPENSATION

This insurance shall protect the consultant against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$ 500,000 Each Accident

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Bodily Injury by Disease: \$ 500,000 Policy Limit
Bodily Injury by Disease: \$ 500,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the District, Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

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: Business Services. Invoices shall contain the following information: contract number, date of services, description of services, price per person, and extended totals.

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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

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, Attn: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086.

This affidavit affirms that Favorite Healthcare Staffing, Inc. (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 Favorite Healthcare Staffing, Inc. (Company Name) does not knowingly employ any person who is unauthorized alien in conjunction with the contracted services.

Debra MacLeod

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

Senior Vice President

Title

Debra MacLeod RVP

Signature of registered agent, legal representative or corporate officer

Subscribed and sworn to before me this 2nd of May 2018 I am commissioned as
(DAY) (MONTH, YEAR)

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

expires on 04/16/2021
(DATE)

Debra J. Inman

Signature of Notary

5/2/18

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.

Respondent's Initials

DM

Debra J. Smith
Notary Public-State of Kansas
My Appt. Expires 4/16/2021