

**Center School District #58**  
**Business Office Address: 8701**  
**Holmes Road, Kansas City, MO**  
**64131**  
**Phone: 816-349-3730**  
**Email: [cmedina@center.k12.mo.us](mailto:cmedina@center.k12.mo.us)**

**REQUEST FOR PROPOSAL FOR WEBSITE, APP AND  
PARENT COMMUNICATION SERVICES**

**IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE RECEIVED BY 3:00 PM (CST) ON NOVEMBER 5, 2021.**

The cutoff date for any written questions for this RFP OCTOBER 29, 2021, at 12:00 PM (CST).

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. 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 #	Date
	Tax ID #
E-mail	Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

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## **PART 1: INTRODUCTION**

### **PURPOSE**

The Center School District No. 58 is seeking responses to this Request for Proposals (RFP) from experienced vendors to facilitate the development of a website, communication app and parent communication tools that aligns with our district mission, vision, and core values.

### **INQUIRIES**

All inquiries to this RFP are to be directed, in writing to the contact person below no later than seven (7) days prior to bid:

Ms. Christina Medina

Address:

8701 Holmes Road

Kansas City, MO 64131

Phone: 816-349-3730

Email: [cmedina@center.k12.mo.us](mailto:cmedina@center.k12.mo.us)

### **CLOSING DATE**

One (1) original and three (3) copies of each Response shall be submitted to Christina Medina before 3:00 pm (CST) on November 5, 2021. Responses must be delivered sealed in an envelope and clearly marked with Center School District's name and address, the Service Company's name. Faxed or emailed submissions will not be accepted. Responses received after the due date and time will not be considered.

### **TIMELINE FOR PROCESS**

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

Request for Proposals Issued	October 14, 2021
Vendor Questions due to District	October 29, 2021, by 12:00 PM CST
Proposals Due	November 5, 2021, by 3:00 PM CST
Potential Interviews (if applicable)	December 1-9, 2021
Proposed Recommendation to Board	December 13, 2021
Proposed Notice to Proceed	December 15, 2021

Communication with Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the Vendor's proposal.

## **PART II: SCOPE OF SERVICES**

### **SCOPE DETAIL**

The objective of this solicitation is to engage a Vendor or Vendors to accomplish the following goals:

- Facilitate and co-lead the District's Website, App and Team with District Leadership. The Team will include representatives from staff, community, parents and students.
- Facilitate future-focused meetings and provide leadership, direction, expert consultation, and advice related to the development of an effective website and plan for relaunch, including successful implementation.
- Design a robust, dynamic and inclusive student, parent, community, staff website to maximize content and information, for our stakeholders to take in.
- Design a robust, dynamic and inclusive student, parent, community, staff app to maximize content and information, for our stakeholders to take in.
- Design a robust, dynamic and inclusive student, parent, community, staff parent communication tool to maximize content and information, for our stakeholders to take in.
- Develop a timetable of implementation with specific measurable benchmarks, objectives and tasks to be accomplished to achieve goals. Identify clear, measurable outcomes for how to measure organizational and strategic effectiveness, impact, and success.
- Utilize effective practices and trends within the educational industry, e.g., navigational content for all stakeholders, user understanding, training for staff to maximize platforms and fully use functions and integration of technology.
- Anything else you might suggest or find valuable.

## **PART III: REVIEW AND SELECTION PROCESS**

### **SELECTION CRITERIA**

The evaluation of proposals will be based on the following criteria:

- Knowledge and experience of key staff
- Availability of key staff personnel and resources
- Experience and demonstrated competence on similar projects
- Demonstrated understanding of project scope of District's primary objectives
- Technical approach and methodology as it relates specifically to achieving the District's primary objectives.

Services will be awarded to the Vendor, judged by the District, submitting the best overall proposal in accordance with the specifications and all required documents. The District reserves the right to reject any and all proposals based upon its sole discretion. Any non-responsive proposals will not be considered for award.

While a significant factor, pricing will not be a dominant factor. Pricing will be particularly important when all the other evaluation criteria are relatively equal.

### **REVIEW PROCESS**

Following the submittal deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Companies will be evaluated according to their response to the Request for Proposal. The committee may create a short list of Companies and may invite the selected Companies to a presentation. Should interviews be needed in order to determine an award, each team will be allowed 45 minutes for the interview and questions and answers. Thirty minutes will be allotted for transition between interviews. The order of the interviews will be determined by random selection. Companies will be limited to four team members at the interview. Those attending should be the team members who will be assigned to the project.

## **PART IV: PROPOSAL SUBMITAL GUIDELINES**

### **A. Cover Letter**

The cover letter is to be signed by an officer authorized to execute a contract with the District.

### **B. General Qualifications**

Provide a summary of the Vendor's qualifications demonstrating expertise, understanding and ability to accomplish the District's primary goals; and general information about the vendor to include location of office(s), years in business and areas of expertise. Include the length of time the vendor has been in business under the present name and structure, any other names under which the vendor has done business, dates it operated under each name, and the locations at which it operated under each name. Also, provide a brief description of three (3) projects which involved a similar scope of services performed in the last five (5) years by the key staff.

### **C. Key Staff**

Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff to be assigned to this project. Include a proposed project management structure and organizational chart. Identify any portion of the scope of work that would be subcontracted. Include sub-consultant qualifications (brief) and key personnel with resume. The District reserves the right to approve or reject all consultant's internal staff performing consulting services, or sub-consultants proposed by the Vendor.

### **D. Project Specific Approach and Methodology**

Vendor shall more thoroughly describe an understanding of the project and describe the proposed technical and management approach. Within this section, the Vendor shall expand on the scope of services, if appropriate, to accomplish the overall objective of the project, and provide suggestions which might enhance the results. Include assumptions about the number of meetings needed with District stakeholders and the leadership team to complete the scope of service. Generally, indicate what you are going to do, how you are going to do it, and why you are the best firm to conduct this assessment. Vendor should also indicate the estimated number of hours expected to be worked by each staff member on this project.

### **E. References**

Vendor shall provide a list of three (3) references for the firm and any sub-consultants, including the names, addresses, and telephone numbers of recent clients, preferably other public agencies for which Vendor has done similar work. Include a list of specific projects associated with each reference; date work was performed, cost and key personnel involved.

### **F. Cost and Fee Structure**

Vendor must include a breakdown of all costs associated with the proposed services to be provided. The District would prefer a one-time project cost proposal but is open to options.

**PART V: REQUIRED FORMS**

**FELONY CONVICTION NOTIFICATION**

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor E-mail Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
(Printed)

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

**FEDERAL WORK AUTHORIZATION PROGRAM (“E -VERIFY ”) ADDENDUM**

Pursuant to Missouri Revised Statute Section 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized worker in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized worker in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute Section 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute Section 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_(signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_(company name)



**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_(hereinafter “Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized worker in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_(individual signature)

For \_\_\_\_\_(company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**PART VI: SERVICE CONTRACT**

Below is the formal services contract, which includes all governing terms and conditions, that shall be duly executed between the District and awarded Vendor upon formal award of services by the District Board of Education. All materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned proposal package for review by District.

**SERVICES CONTRACT  
Between  
CENTER SCHOOL DISTRICT #58  
and  
CONTRACTOR**

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE BOARD OF EDUCATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT

This Services Contract (“Contract”) is made by and between the Center School District #58, (“District”) and CONTRACTOR (“Contractor”). The parties agree as follows:

**CONTRACTOR DATA**

Contractor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Services under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Sole Proprietor       Corporation       Limited Liability Company  
 Partnership       Nonprofit Corporation       Other (describe: \_\_\_\_\_)

**District Point of Contact:** \_\_\_\_\_

Name of Building or Department: \_\_\_\_\_

Address: \_\_\_\_\_

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have any questions.**

## TERMS AND CONDITIONS

1. **Purpose.** This contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
2. **Term and Termination.** This contract becomes effective on \_\_\_\_\_ or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.  
Unless earlier terminated as provided below, this Contract shall continue through \_\_\_\_\_.  
As provided for in \_\_\_\_\_ (enter RFP/ITB/QUOTES solicitation number, e.g. RFP 010-018), this Contract may be renewed for up to \_\_\_\_\_ (e.g. four additional one-year terms) by amendment signed by both parties.
3. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in Exhibit A (Statement of Services).
4. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents.
  - Exhibit A (Statement of Services)
  - Exhibit B (Felony Conviction Notification Form)
  - Exhibit C (Federal Work Authorization Program Affidavit Form)
  - Exhibit D (Federal Work Authorization Program (“E-Verify) Addendum Form)
5. **Maximum Total Payment; Invoicing.** The maximum total payment under this Contract is \$\_\_\_\_\_ ; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District’s costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor’s failure to perform in accordance with the terms of the Contract.
6. **Other Payment Issues.**
  - a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 30 days upon invoice approval.
  - b. Payment on Early Termination: Upon termination pursuant to Section 14 (Early Termination), District shall

pay Contractor as follows:

- i. If District terminates this Contract for its convenience under Section 14 (a) or 14 (b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - ii. If Contractor terminates this Contract under Section 14 (c) or 14 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - iii. If District terminates this Contract under Sections 14 (c) or 14 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval for future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with the funding levels adopted by its Board of Education.

7. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.
8. **Independent Contractor Status:** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor. And that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District.
9. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.

10. **Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
11. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
12. **Other Contractors.** If this Contract is for “services” and not “services requirements” (see Section 1 (Purpose)) District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under the Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
13. **Nonperformance; Substituted Services.** As used in this Contract, “failure to perform” means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days’ written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.
14. **Early Termination.** This Contract may be terminated as follows unless specified herein:
  - a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District’s Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 14 (c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District’s Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

- 15. Remedies.** In case of Contractor breach and in addition to the provisions of Section 12 and 13 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.
- 16. Ownership of Work Products.** Contractor agrees that all work product created or developed for District by Contractor pursuant to this Contract are intended as "work made for hire" and shall be the exclusive property of the District. If any such work product contains Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work product. District claims no right to any pre-existing work product of Contractor provided to District by the Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.
- 17. Work performed on District Property.** Contractor shall comply with the following:
- a. **Identification:** When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor.
  - b. **Sign-In Required:** As required by schools and other District locations, each day Contractor's employee are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - c. **No Smoking:** All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - d. **No Drugs:** All District properties are drug-free zones as enforced by law enforcement.
  - e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
- 18. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property.
- 19. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is

in the District's best interests.

20. **Media Contacts.** Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Contract or the Services provided hereunder within one (1) year of Services completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Services without approval of District.
21. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
22. **Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
23. **No Boycott of Israel.** All parties to this Agreement certify that they are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
24. **Immunity.** Contractor understands that the District is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Missouri. Nothing in this agreement shall be construed as a waiver of any of the immunities afforded to the District.
25. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
26. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identify; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or

perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

27. **Confidentiality.** Contractor agrees that all knowledge and information that it may receive from District or its employees, agents or consultants or by virtue of the performance of services under and pursuant to this agreement including but not limited to information concerning the students and employees of the District shall for all time and for all purposes be regarded by Contractor as confidential and held by Contractor in confidence and shall be solely for the benefit and use of the District and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting the District or with the written permission of the District or when required by law.
28. **Controlling Law; Venue.** The parties agree that Missouri law will govern any dispute related to this Contract and to conduct any litigation arising out of this Contract in courts located in Jackson County, Missouri or the United States District Court for the Western District of Missouri, whichever applicable. The parties agree that the prevailing party in such an action shall be entitled to reasonable attorneys' fees and court costs.
29. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
30. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
31. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
32. **Notices.** All notices or demands delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
33. **Force Majeure.** If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.**34. Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will



be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

35. **Modification.** Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.
36. **Sovereign Immunity.** Nothing in this Agreement shall be considered a waiver of the Contracting School's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri including, but not limited to, under RSMo. § 537.600, et seq.
37. **Forbearance.** The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
38. **Merger.** This Agreement is the entire Agreement between Owner and Contractor and supersedes any prior oral understandings, written agreements, proposals, or other communications between Owner and Contractor.

**I have read this contract and its attached exhibits, if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.**

**CONTRACTOR**

**DISTRICT**

CONTRACTOR

CENTER SCHOOL DISTRICT  
8701 HOLMES ROAD,  
KANSAS CITY, MO 64131

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Contractor Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTESTING:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date