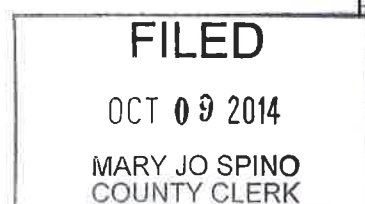


**A NON-EXCLUSIVE REGULATOR'S AGREEMENT BETWEEN
FOODSERVICE OPERATORS' TRAINING ACHIEVEMENT PROGRAM
SERIES, LLC AND JACKSON COUNTY, MISSOURI PUBLIC WORKS
DEPARTMENT
DATED: OCTOBER 3, 2014**

This Agreement is for the sole purpose of establishing a non-exclusive relationship between Foodservice Operators' Training Achievement Program, LLC, a California Limited Liability Company (herein TAP) with offices located at 5655 Lindero Canyon Rd., Suite 501, Westlake Village, CA 91362 and Jackson County, Missouri with offices located at 415 East 12th Street, Kansas City, Missouri (herein Regulator) (jointly herein the Parties). The term Regulator as defined in this Agreement is an organization that TAP, by the signing of this Agreement, agrees to provide its Food Safety Handler Training and Test (herein the Program) as defined in the Request For Proposal No. 53-14, Issued July 9th 2014, attached here as Addendum A, and allows Regulator to unconditionally promote and represent the Program.

1. **Term of the Agreement** - This Agreement will begin as of the last date of signing by the Parties and continues for Twenty-Four Months with a Twenty-Four Month Option to Extend. TAP will collect user data and report as defined in Addendum A. TAP will further collect monies as stated Addendum A and in the Pricing Proposal, dated July 30, 2014, and attached here as Addendum B.
2. **TAP copyrighted logos, titles, and media** – Under this Agreement, Regulator is hereby granted the right of use of TAP logos, program titles and media for Regulator's TAP marketing purposes. Regulator agrees to on request by TAP to provide copies of any marketing materials created using TAP logos, program titles and media in a timely manner to TAP at its offices. Regulator further agrees to use TAP logos, titles and media in a manner that is appropriate and positive as to the function of TAP. Any question as to appropriateness is to be communicated in writing to TAP. It is at TAP's sole discretion as to how and when any of its owned, copyrighted or registered property may be used.
3. **TAP and Regulator relationship** - Neither Party by this Agreement has any obligations, partnership rights, ownership rights, or agency rights as to the other. TAP or Regulator has no rights to obligate either party, in any manner, other than those obligations stated in this Agreement and its Addendums. Further, this relationship is intended to be sales revenue based only. Financial transactions between the Parties will only come from revenue sharing based on sales of the Program. As such, neither party may or will charge the other any fees or ask for any payment other than those defined in this Agreement and its Addendums. The only obligations or rights conveyed by this Agreement are those expressly stated in this Agreement and its Addendums.
4. **Professional Standards** - TAP will treat all Regulator developed clients with the same professional standards of any and all other developed TAP clients. Further, TAP will fulfill all orders, and as needed, provide technical support and customer service.
5. **Programs Returns** - Programs purchased may be returned by customer within 30 days from the date of purchase for a full refund, as long as the second lesson of the Program has not been started and meaning no certificate was issued. Payments are made with a 30 day hold back to avoid any need to account in future payments refunds for payments already made to Regulator. With this method in place TAP takes full financial responsibly for any refunds to purchasers.
6. **Cancellation of the Agreement** – Without cause either party may cancel this agreement with 30 days written notice.
7. **Entire Agreement and Modification** - This Agreement is made in good faith. If any part of this Agreement is found to not be a part of law or is illegal, it will not affect or change the other parts of this Agreement, and all unaffected parts will remain in force. Further, oral changes to the



Agreement will have no effect. The Agreement may only be altered by a later written Agreement signed by the Parties.

Without reservations the Parties below agree to the terms of this Agreement.



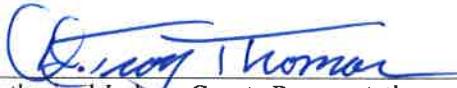
10/03/2014

TAP Managing Partner

Date

George Roughan, Managing Partner

Type or Print Name and Title



Authorized Jackson County Representative

October 8, 2014
Date

Q. Troy Thomas, Director of Finance and Purchasing

Type or Print Name and Title

APPROVED AS TO FORM:

By:



W. Stephen Nixon County Counselor

ATTEST:

By:



Mary Jo Spino, Clerk County Legislature

1.0 INTRODUCTION

Jackson County, Missouri is seeking proposals from qualified Respondents for an internet provider to host an Online Food Handler Training Program for the Jackson County, Missouri Public Works Environmental Health Division.

2.0 SCOPE OF SERVICES

- 2.1 This Contract is to provide Online Food Handler Training Program and will be for Twenty- Four Months with a Twenty-Four Month Option to Extend.
- 2.2 Jackson County students must have the ability to pay for this course online (with a credit card) and have the ability to print a Food Handler Certificate upon successful completion of the Exam.
- 2.3 Successful Respondent will collect the fees and forward a portion of the fees to Jackson County Public Works Environmental Health Division. Jackson County Public Works Environmental Health Division will be paid monthly from all fees collected.
- 2.4 Products: Under any resulting Contract, the successful Respondent would grant the Jackson County Public Works Environmental Health Division a non-transferable, non-exclusive, worldwide license to access and use the successful Respondent's Online Food Handler Training Program in all languages currently available.
- 2.5 Obligations and Best Efforts: The successful Respondent will make the technology available to maintain all student training records, process and distribute certificates to passing trainees, and perform all other tasks necessary to support the course. All client information provided by Jackson County Public Works Environmental Health Division through its training portal is confidential and proprietary to the Jackson County Public Works Environmental Health Division and will not be misused by the successful Respondent.
- 2.6 Nonexclusive: Nothing in any resulting Contract shall be construed to prevent the Jackson County Public Works Environmental Health Division from continuing to offer its own food handler courses and certification.
- 2.7 Modification, Enhancement and Compliance: The successful Respondent will provide access, hosting and support for the Online Food Handler Training in all available languages as approved by the Jackson County Public Works Environmental Health Division.
- 2.8 Work Requirements: The successful Respondent will provide all resources required for course delivery, administration and support no later than 10 business days following the effective date of any resulting contract including: (a) customized internet link to the courses for the Jackson County Public Works Environmental Health Division; (b) courses and tracking system log-in for the Jackson County Public Works Environmental Health Division; and (c) 8 AM to 5 PM CST call center/email support for all users plus 24-hour emergency support.
- 2.9 The successful Respondent will provide a course which:
 - 2.9.1 Is approximately one and one half hour in duration and is structured in six sections with short quizzes following each section, and a final exam upon completion of the course.

- 2.9.2 Meets all of the County requirements for online food handler certifications, see Jackson county Food Code at www.jacksongov.org/publicworks . Click on "Food Establishments" and then click on the link to "complete codes violation table".
 - 2.9.3 Can be utilized by students with at least a 6th grade reading level.
 - 2.9.4 Is available by text delivery paired with full audio in English, Spanish and Mandarin.
 - 2.9.5 Can easily be accessed via the internet from any personal computer.
- 2.10 Successful Respondent must pay for all processing and transaction fees incurred from the online sales.

3.0 QUALIFICATIONS

- 3.1 The successful Respondent must have prior experience offering online food handler training programs with exam capabilities.
- 3.2 The successful Respondent must currently have an internet site offering food handler training program with exam capabilities.

4.0 PROPOSAL FORMAT

- 4.1 Respondent's proposal shall be an **original plus three copies**.
- 4.2 All proposals and copies shall be double sided and minimize the use of binders and plastic covers. Binder clips are the preferred way to separate copies.
- 4.3 Proposals and copies shall be in an opaque envelope or box with this Request for Proposal Name and Number and the Respondent's Name and Address on the front.
- 4.4 Request for Proposal Response Deadline and Delivery Instructions are on Page One of this Request for Proposal.
- 4.5 Expenses and costs incurred with the preparation of proposals in response to this Request for Proposal are the sole responsibility of the Respondent and shall not be reimbursed by the County.
- 4.6 To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 4.6.1 Cover Letter, to include the following information:
 - 4.6.1.1 Respondent's Name
 - 4.6.1.2 Respondent's Address
 - 4.6.1.3 Respondent's Phone Number
 - 4.6.1.4 Contact Person's Name
 - 4.6.1.5 Contact Person's Title
 - 4.6.1.6 Contact Person's Phone Number

4.6.1.7 Contact Person's Email Address

4.6.2 All forms contained within this Request for Proposal, filled out, signed and notarized where necessary.

4.6.3 The remainder of the Request for Proposal package, for evaluation purposes.

4.6.4 Executive Summary of Respondent's Company to include the following information:

4.6.4.1 Company Experience: submit a brief description of the company, including a list of clients for whom the same or similar work has been performed within the last five years. The name, telephone number and email address of a representative for each of the identified clients must be included so references can be checked.

4.6.4.2 The names and qualifications for those members of the company who will be directly involved with or responsible for the proposed services.

4.6.4.3 Ability to Perform: the Respondent is required to provide a description of how the Respondent proposes to provide the services identified with the Scope of Services.

4.6.5 Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) participation. Respondent shall indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.

4.6.6 Pricing: Respondent shall state the cost to each student for the Online Food Handler Training Program and the amount that will be forwarded to the Jackson County Public Works Environmental Health Division for each student. **Pricing to be in a separate, sealed envelope.**

5.0 EVALUATION PROCESS AND CRITERIA

5.1 All proposals received that are responsive to the General Conditions, Scope of Services and other provisions of this Request for Proposal will be evaluated.

5.2 An Evaluation Committee will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

5.3 The County will consider MBE/WBE ownership and/or participation as a component of the "Experience and Qualifications" Criteria.

5.4 The County will evaluate proposals on a variety of factors. The County will use a "best proposal concept" and the lowest proposals may or may not be the "best proposal". The County may change criteria and criteria weights at any time including after the Response Deadline.

5.5 The County's Evaluation Committee, at its sole discretion, may interview one, none, some or all of the Respondents.

- 5.6 The County's Evaluation Committee will consider various factors when evaluating the responses to this Request for Proposal, including, but not limited to:
- 5.6.1 Responsiveness to General Conditions, Scope of Services and other provisions of this Request for Proposal: 5%
 - 5.6.2 Respondent's Experience and Qualifications 35%
 - 5.6.3 Respondent's Ability to Perform: 35%
 - 5.6.4 Respondent's Pricing: 25%
- 5.7 Any Evaluation Criteria or weighting criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation Scores or Ranks alone do not create a right or expectation of a Contract with the County. Ultimately, the County may choose to award to any Respondent, regardless of Score or Rank.

6.0 CONTRACT NEGOTIATIONS

- 6.1 Upon the selection of the Successful Proposal, a Contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri, fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day written notifications to the selected Respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.
- 6.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 6.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- 6.3.1 Respondent's entire proposal
 - 6.3.2 Respondent's pricing
 - 6.3.3 Respondent's proposed method of performance, including schedule of events and/or deliverables
 - 6.3.4 Respondent's experience information including customer lists or references.
- 6.4 The County does not generally use standard contract forms which may be provided by the Respondent. The Contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal shall govern.
- 6.5 The Respondent shall list any and all exceptions as instructed under General Conditions, Item No. 4 of this Request for Proposal. Please note that the Respondent's Proposal is subject to Rejection if Exceptions are taken to Request for Proposal's General Conditions, Forms or Insurance Requirements.

6.6 Respondent must agree to the following standard provisions:

- 6.6.1 Indemnification: Respondent/Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from negligent acts, errors or omissions of Respondent/Contractor in the performance of the work under this Agreement, to the extent that Respondent/Contractor is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent/Contractor and the County. Respondent/Contractor is not obligated to indemnify the County for the County's own negligence.
- 6.6.2 Independent Contractor: Respondent/Contractor shall work as an independent contractor and not as an employee of the County. Respondent/Contractor shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Respondent/Contractor shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Respondent/Contractor shall report all earnings received hereunder as gross income and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
- 6.6.3 Confidentiality: Respondent/Contractor acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.
- 6.6.4 Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 53-14 and Respondent/Contractor's response thereto constitute the complete and exclusive statement of the Agreement between the parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Agreement.
- 6.6.5 Notices: Any notice which either party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent/Contractor: _____

7.0 QUESTIONS

- 7.1 All questions regarding this Request for Proposal must be emailed as detailed under General Conditions, Item No. 5, on Page 7 of this Request for Proposal by **5:00 PM, CDT on July 29, 2014**. Point of Contact for this Request for Proposal is Barbara Casamento, email address is bcasamento@jacksongov.org . All questions will be answered in the form of Addendum.
- 7.2 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County employees regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION OF RESPONDENT'S PROPOSAL.

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

EXHIBIT F
**RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 53-14**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. 53-14 are requested by the undersigned Respondent:
(Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED

Name of Firm: _____

Signature of Respondent: _____



July 30, 2014

Food Service Operators Training Achievement Program Series dba TAP Series
Jackson County, Missouri Public Works Department
Online Food Handler Training Program RFP # 54-13
Pricing Proposal

Based on experience with health jurisdictions that participate with the collection and storage of Food Handler certificate information and the efforts required of TAP Series to provide all aspects required of the Program TAP Series believes a fair cost to the consumer for these efforts to be a total cost of \$24.95 per person.

TAP Series will keep \$2.95 of the revenue and provide \$22 to Jackson County, Missouri Public Works Department.

TAP Series is able to support this pricing due to its having the infrastructure already in place to successfully implement and sustain the delivery of the required elements of the Program.

Sincerely,

A handwritten signature in black ink, appearing to read "G. V. Roughan", written over a horizontal line.

George Roughan, Managing Partner