

**REQUEST FOR PROPOSALS
LICENSE FOR FACILITY USE WITH CONCESSIONS AGREEMENT
PROJECT NO. 20220401
SACHEL PAIGE STADIUM
PARKS AND RECREATION DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for conducting various athletic activities, including and not limited to baseball, football, and soccer at Satchel Paige Stadium.

2. DUE DATE FOR PROPOSALS AND SUBMISSIONS

All proposal documents should be submitted in the exact order as listed in this RFP by 5:00 p.m. (CT) or the close of business on March 18, 2022 to the Contact Person listed in Section 3.

- (a) **Where.** Proposers shall submit their Proposals to the City Contact Person listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP No. and Title, Due Date and Time, and Name of the Proposer's Business/Firm.
- (b) **No. of Copies/Format.** Proposers shall submit one (1) signed original and one (1) copy on a CD in Microsoft Word/Excel format or on a flash drive. In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Section 9. Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.
- (c) **Additional Materials.** The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

3. PROPOSAL QUESTIONS

- (a) **Questions.** Proposers shall submit any questions or issues about any aspect of this RFP to the following City Contact person:
Krishna Lee, Athletics Director
4600 E. 63rd Street
Kansas City, Missouri 64130
816/513-7530
Krishna.lee@kcmo.org
- (b) **Question Deadline**
 - (1) Proposers may submit written questions, request clarifications or provide notice to the City of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Standard City Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.

- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue a Notice

(c) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies in **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the City Contact or Bonfire, if the Solicitation is through The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

4. DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”

- (a) This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- (c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

February 25, 2022	RFP Issued
March 11, 2022	Deadline for questions
March 18, 2022	Due Date for Proposals



For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialists, Ekiasha Ruff at 513-6538 or Jean Ann Lawson at 513-6566. If you need to use the Relay Service, dial 711.

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. RFP DOCUMENTS

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Standard City Contract
- (d) Employee Eligibility Verification Affidavit

7. **EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall make all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the performance and delivery of the goods and services (hereinafter "the Services") requested by this RFP. Failure of a Proposer to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Standard Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. **CONTENT OF PROPOSAL**

8.1 **Proposal Part I – Business/Firm Profile and Legal Structure**

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Submit Missouri Secretary of State Certificate of Good Standing.
- List all services provided by the business/firm.
- Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- Are there any civil or criminal actions against the business/firm or any key personnel related in any way to contracting for the last five years? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- **Proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements, bonding capacity. (if N/A – delete)**

8.2 **Proposal Part II – Experience**

- Include a list of public contracts completed by your business/firm during the past three (3) years. For each listed contract, provide a narrative that includes:
 - a. the assigned project personnel
 - b. scope of services provided
 - c. dollar amount of the contract
 - d. contractual performance standards versus your actual performance

- e. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
 - f. summary of how your business/firm delivered services
 - g. pricing and contractual compensation terms
- Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years.
 - Provide a copy of your most recent relevant ongoing public contract.

8.3 Proposal Part III – Personnel

- Please provide your staff capacity for meeting the City's requirements.
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
 - a. Description of relevant experience.
 - b. Years of employment with the business/firm.
 - c. City and State of residence.
 - d. State time commitment on other accounts.
 - e. Applicable professional registrations, education, certifications, and credentials.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- Provide an organizational chart for the assigned staff.
- Provide a plan to address vacations, sicknesses and absences.
- Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances.
- If you will not certify that you pay your employees who will work on the City Contract at least \$12.50 per hour, please submit the following so the City can evaluate the potential quality of your personnel:
 - a. Turnover rate for the last three calendar years for non-exempt employees and exempt employees; and
 - b. Employee benefits provided to exempt and non-exempt employees; and
 - c. Training provided to exempt and non-exempt employees, including those that will provide services to the City; and
 - d. Promotional opportunities for non-exempt and exempt employees; and
 - e. Average tenure of exempt and non-exempt employees during the immediately preceding three calendar years; and
 - f. Employee incentive rewards and employee recognition policies; and
 - g. How you provide and receive employee feedback and communication; and
 - h. Mentorship programs provided to employees; and
 - i. Education benefits provided for exempt and nonexempt employees.

8.4 **Proposal Part IV - Project Approach**

- Discuss your approach to this project with specific references to providing the Scope of Services requested in the RFP.
- Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?
- Describe your Quality Assurance Plan.
- State approximate date your business/firm is available to begin work on the Project.
- Discuss your transition plan to begin providing services.
- Propose additional performance measures beyond required performance measures including why the performance measure is important and how the City will measure and verify performance.

8.5 **Proposal Part V - Sustainability**

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

8.6 **Proposal Part VI – Pricing**

- **Total Cost:** Please submit your proposed Pricing or if Attachment No. 1 is attached, please submit it in accordance with Attachment No. 1 - Pricing/Cost Proposal. The City will evaluate alternative pricing.
- **Renewal Pricing:** If this is for a multi-year contract, the City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years (up to 5 additional one year terms). In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing to the City.

8.7 **Proposal Part VII – Other Required Documents**

Complete and submit the following documents to the City:

- (a) Your Proposal

9. EVALUATION CRITERIA

Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.

10. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

11. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without presentations, discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all Proposers;
- (j) terminate this RFP at any time, and reissue an amended RFP or new RFP.

12. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred and twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred and twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

13. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

14. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

15. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

Pursuant to Section 3-35, City Code of Ordinances, the City, at any time, may waive any requirements imposed in this RFP or by any City ordinance or regulation.

16. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) the proposal is required to be electronically submitted and is late due to a technology issue beyond the proposer's control; or (7) it is in the best interest of the City to accept the proposal.

17. CHANGES IN THE RFP

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP. The City will notify Proposers of all material changes.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

18. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

19. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

20. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

21. DISCLOSURE OF PROPRIETARY INFORMATION

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
 - 1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information";
 - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.

- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

22. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

23. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

24. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

25. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-2044 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one year after that former employee or official leaves the City's employ. By submitting a proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-2044. Failure to comply with the requirements of Section 2-2044 may cause the Proposal to be rejected.

SECTION II

REQUEST FOR PROPOSALS NO. 20220401

SCOPE OF SERVICES

1. SERVICES TO BE PERFORMED

1. Develop a budget, all expenses related to the operation and management of the facility, including a budget page, and narrative description that defines the proposed use of funds.
2. Develop a schedule of all fees and charges associated with participation in said league.
3. Outline a plan for revenue sharing, including the amount of gross revenue expected based on number of participants.
4. Provide projections on number of scholarships awarded and projected cost.
5. Maintain lists of accurate and verifiable registrants.
6. Share records of program participants including, but not limited to; names, email addresses, phone numbers, addresses for verification purposes only.
7. Specify a plan for grounds and facility maintenance. Maintain playing field surfaces including the infields, outfields, dugouts, and the walkways between the ball diamonds. Maintenance may include, but is not limited to mowing, debris pick up, weed eating, light chemical application and other daily upkeep needs. Other amenities including concession areas and locker rooms are included in regular maintenance requirements.
8. Specify a plan for game set up including any field preparation. Be responsible for the set up and preparation of all fields for game play. Set up and preparation may include, but is not limited to lining and dragging fields, as well as debris pick up and bathroom clean up.
9. Hire, train and schedule all grounds and facility maintenance personnel. Facility maintenance will be maintained at a level acceptable to the City.
10. Provide predetermined age-appropriate program goals and objectives with timelines.
11. Provide trained certified instructors to facilitate recreation programs; examples of training may include, but are not limited to, those trainings and certifications outlined by the National Alliance for Youth Sports, the National Council of Youth Sports, National Parks and Recreation Association, or any other similar certifying body.
12. Schedule all games, clinics and practices.

13. Develop a schedule of all fees and charges associated with participation in said league and submit said fees for approval by City.
14. Responsibility for all primary marketing for all programs; the City may assist as necessary.
15. Will be responsible for the training, hiring, and scheduling of event planners, security and support staff for the various activities, as approved by the Parks and Recreation Department; examples of training may include, but are not limited to, those trainings and certifications outlined by the National Alliance for Youth Sports, the National Council of Youth Sports, National Parks and Recreation Association, or any other similar certifying body.
16. When subcontracting, priority given to youth non-profit organizations.
17. Develop, administer, and manage 3 community engagement events per year.

LICENSE FOR FACILITY USE WITH CONCESSIONS AGREEMENT

PARKS AND RECREATION DEPARTMENT

THIS LICENSE made and entered into this ____ day of _____ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), through its Board of Parks and Recreation Commissioners (Board) and the _____ (Licensee).

WHEREAS, the Board has under its control various park lands and boulevards belonging to City including, **Tiffany Hills Park** (Premises), located at **9400 N. Congress Ave**; and

WHEREAS, the President of the Board is authorized and empowered by the City Charter to execute Parks and Recreation Department contracts; and

WHEREAS, the Licensee desires to use the Premises under the terms of this License; and

NOW THEREFORE, in consideration of the payments and mutual agreements contained in this License, City and Licensee agree as follows:

Sec. 1. Permission for use of premises. City hereby grants to Licensee the non-exclusive permission to enter upon the Premises for the limited purpose of **soccer practices, clinics, and leagues** during the Term of this License. Necessary City personnel shall have access to the Premises at all times. City grants to Licensee permission for the sale of concessions and concession rights as stated in Attachment 1.

Sec. 2. Licensee's Responsibilities.

See **Attachment No. 1**, Licensee's Responsibilities.

Sec. 3. Responsibilities of City.

See **Attachment No. 2**, Responsibilities of City, incorporated into this License.

Sec. 4. Term of License. This License shall begin on **March 1, 2022** and shall end no later than **December 31, 2024**.

Sec. 5. Compensation and Reimbursables. The Licensee agrees to compensate City in the amount of **15% of registered participants fees; 20% of net concessions sales and \$30.00/hour for the use of lights** on or before _____. All unpaid rent and fee payments due to

the City hereunder shall bear a service charge of one- and one-half percent per month if same are not paid and received on or before the 20th of the month in which said payments are due and Licensee agrees it shall pay and discharge all cost and expenses including reasonable attorney's fee incurred or expended by the City in collection of said delinquent amount due. This compensation amount does not include additional compensation which may be necessary pursuant to Attachment No. 1, Section G of this License.

Sec. 6. Notices. All notices required by this License shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, personal delivery, or facsimile to the following:

City:
Parks and Recreation Department
Attention: Chris Cotten, Director
Terry R. Dopson Administration Bldg.
4600 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-7500
Email: Christopher.cotten@kcmo.org

Licensee:
Organization
Attention:
Address
City, State and Zip
Phone:()
Email:

All notices mailed by regular U.S. mail are effective 3 days after mailing.

Sec. 7. Conflicts of Interest. The provisions of City's Code of Ordinances Sections 2-2001, 2-2002, 2-2020, 2-2021, 2-2022, and 2-2023 prohibiting City officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-2100 and 2-2101, imposing sanctions for violations, shall apply to this License. Licensee certifies that no known officer or employee of City has, or will have, a direct or indirect financial or personal interest in this License, and that no known officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Licensee in this License

Sec. 8. Independent Contractor. Licensee is an independent contractor with respect to all services performed under this License. Licensee accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Licensee on work performed under the terms of this License. Licensee shall defend, indemnify, and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this License nor any act of City, or Licensee, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with City. Licensee is not City's agent and Licensee has no authority to take any action or execute any documents on behalf of City.

Sec. 9. Indemnification.

- A. For purposes of this Section 9 only, the following terms shall have the meanings listed:
 - 1. All claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorney's fees incurred by the City in the enforcement of this indemnity obligation.
 - 2. Licensee's Agents means Licensee's officers, employees, sub consultants, subcontractors, successors, assigns, invitees, and other agents.
 - 3. City means City and its agents, officials, officers and employees.
- B. Licensee's obligations under this Section with respect to indemnification of City for Licensee's acts or omissions, including negligence shall be limited to the coverage and limits of General Liability insurance that Licensee is required to procure and maintain under this License.
- C. Licensee shall defend, indemnify, and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connections with this License caused in whole or in part by Licensee or Licensee's Agents. Licensee is not obliged under this Section to indemnify City for the sole negligence of City. Each party will be responsible for their portion of damages.

Sec. 10. Insurance.

- A. Licensee shall procure and maintain in effect throughout the duration of this License insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this License, Licensee shall supply such insurance at Licensee's cost.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - f. **IF children are involved: Sexual abuse/molestation coverage must be included under general liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate written on an occurrence basis.**
 - g. All subcontractors must also provide a COI designating the City of Kansas City, Missouri Parks, Recreation, and Boulevards as additional insured.

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers’ Compensation	Statutory
Employers Liability	\$100,000 accident
with limits of:	\$500,000 disease-policy limit
	\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the License, by Licensee.
4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

B. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds

for the services performed under this License, subject to the terms of ISO form CG 20 10 and CG 20 37 or their equivalent. Licensee shall provide to City at execution of this License a certificate of insurance showing all required endorsements and additional insureds.

- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is always the responsibility of Licensee to maintain the required insurance coverage in force ; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Licensee's failure to maintain the required insurance in effect, City may order Licensee to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this License as provided for herein and by law.

Sec. 11. Governing Law. This License shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 12. Compliance with Laws. Licensee shall comply with all federal, state and local laws, ordinances and regulations applicable to this License. Licensee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this License. All references to "Code" shall mean City's Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 13. Termination of License.

- A. City may, at any time upon ten (10) days' notice to Licensee specifying the effective date of termination, terminate this License, in whole or in part, when it is in City's best interests.
- B. City may terminate this License upon ten (10) days' notice to Licensee if Licensee is in material breach of this License and fails to cure the breach before the end of the ten (10) day notice period.
- C. Licensee may terminate this License upon ten (10) days' notice to City if City is in material breach of this License and fails to cure the breach before the end of the ten (10) day notice period.

Sec. 14. Defaults and Remedies. If Licensee shall be in default or breach of any material provision of this License, City may terminate this License, suspend City's performance, withhold payment, if

any, or invoke any other legal or equitable remedy after giving Licensee notice and opportunity to correct such default or breach.

Sec. 15. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same, or of any other term, covenant or condition. No term, covenant, or condition of this License can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Licensee to which the same may apply and, until complete performance by Licensee of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this License or by law despite any such forbearance or indulgence.

Sec. 16. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that City may have exercised any remedy without terminating this License shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

Sec. 17. Americans with Disabilities Act. The City does not discriminate on the basis of disability in the admission or access to, or the treatment or employment in its public facilities. It is the responsibility of the Licensee to ensure that its program(s), event(s) or activities are accessible and comply with all provisions of the Americans with Disabilities Act (ADA).

Sec. 18. Headings; Construction of License. The headings of each section of this License are for reference only. Unless the context of this License clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this License and any incorporated Attachments, the provisions of this License shall control.

Sec.19. Merger. This License, including, **referenced Attachments No. 1,2,3, & 4**, constitutes the entire License between City and Licensee with respect to this subject matter, and supersedes all prior agreements between City and Licensee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this License.

Sec. 20. Modification.

- A. Unless stated otherwise in this License, no provision of this License may be waived, modified or amended except by written amendment signed by City and Licensee.

- B. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this License, shall affect or modify any term or terminology of this License and any such act, conversation or communication shall not be binding upon City or Licensee.

Sec. 21. Severability of Provisions. Except as specifically provided herein, all of the provisions of this License shall be severable. In the event that any provision of this License is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this License shall be valid unless the court finds the valid provisions of this License are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this License could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 22. Binding Effect. This License shall be binding upon the City and Licensee and their successors in interest.

Sec. 23. Representations and Warranties. City and Licensee each certify that it has the power and authority to execute and deliver this License, to use the funds as contemplated hereby and to perform this License in accordance with its terms.

Sec. 24. Noise Code. Licensee shall comply with the provisions of the Noise Control Code, Chapter 46 of the Code.

Sec. 25. License Authorization. This License requires Board approval.

Sec. 26. Assignability or Subcontracting. Licensee shall not subcontract, assign or transfer any part or all of Licensee’s privileges, obligations or interests without the Board’s prior written approval. If Licensee shall subcontract, assign, or transfer any part of Licensee’s privileges, interests or obligations under this License without the prior written approval of the Board, it shall constitute a material breach of this License. If the Board approves an assignment pursuant to this section, Sub-licensee shall comply with all the terms of this contract and as set forth in Licensee’s Responsibilities, attached hereto as **Attachment #1** and incorporated herein by reference.

Sec. 27. Force Majeure. In the event either party is unable to carry out its material obligations under this License by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this License by such party. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of the parties such as artist illness, death or accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease;

epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God. In the event of a Force Majeure Event, City shall refund the Compensation to Licensee minus any mutually agreed upon expenses incurred prior to the termination of the event and neither party shall have any further obligations related to such event. This does not excuse Licensee's obligation to return the Premises to the City in the same condition it was received by Licensee per the terms of this Agreement except for conditions not contributed to by the Licensee.

Sec. 28. Parks and Recreation Logo. If applicable, Licensee shall place the Kansas City, Missouri Parks and Recreation logo on all information distributed to the public as attached hereto as **Attachment No. 3**. A link to www.kcparks.org shall be placed on the Licensee's event website as well, if partnership is established.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

LICENSEE:

I hereby certify that I have authority to
Execute this document on behalf of Licensee

By: _____
Title _____
Date: _____

KANSAS CITY, MISSOURI
Parks and Recreation Department

By: _____
Title: Director of Parks and Recreation
Date: _____

Approved by Resolution # _____

Secretary to the Board

Approved as to form:

Assistant City Attorney Date

ATTACHMENT NO. 1

LICENSEE’S RESPONSIBILITIES

A. Concessions:

1. Licensee shall submit to the Board for approval, a listing of all items, including price and specific merchandise offered for sale on the Premises by _____, _____.
2. The sale of tobacco products **is not** permitted under this License.
3. Licensee shall furnish all equipment necessary for the operation of the concession facility. Licensee agrees that in the use of the premises and in the sale of merchandise to the public that Licensee and its employees will not discriminate against any person on the grounds of race, color, sex, national origin, age, or disability or handicap.
4. Licensee shall maintain all concessions facilities in a neat and clean condition at all times and shall comply with all requirements of the city’s Health Department for all beverages and food, offered for sale. Each day, Licensee shall collect, store, and dispose of all refuse, garbage and debris in covered containers.
5. Prices of all merchandise for sale shall be plainly shown so that customers may easily compare prices, quality and quantity. The Licensee shall make no effort to conceal lower priced merchandise for the purpose of promoting the sale of higher priced merchandise.
6. Licensee agrees to defend, hold harmless and indemnify the City for any and all liability, claims costs, actions and expenses of any kind, including reasonable legal fees that may arise out of or from a copyright license agreement infringement lawsuit or both, or the infringement any representation or warranty made herein.

B. Charging for parking to any parks, complex facilities, and/or Parks owned streets, boulevards, or parkways is prohibited without prior approval from the Board. Requests for use of any additional Parks owned areas must be submitted 30 days in advance of event.

C. Construction and Permits. Licensee and any of its officers, employees, agents, Concessionaires, Contractors or any other person or entity acting under permission and authority granted by this paragraph, shall apply for and obtain all necessary permits and licenses as may be required by every governmental entity having jurisdiction, for the construction and placement of fixtures or improvements and to conduct the event. The governmental agency having jurisdiction including any department of the City, shall not be required to determine whether an applicant for a City business license or other permit shall have first obtained Licensee’s permission and consent prior to issuing a licenses or permit.

D. Improvements on Premises. Licensee shall notify the City in writing, no later than _____, _____ of any and all temporary event fixtures Licensee intends to install in or upon the Premises. Licensee shall submit a construction schedule and operation plan which shall disclose in

reasonable detail:

1. The area in which any fixtures are to be installed.
2. The approximate date of completion of installation.
3. The manner in which the fixtures will be installed.
4. The manner and date upon which the fixtures will be removed.
5. A vehicular restriction plan to control all vehicular traffic upon park property.
6. A media control and placement plan.
7. Comprehensive sanitation and trash plan.

E. No construction or installation of fixtures or booths shall commence prior to _____, and all fixtures and improvements shall be removed no later than _____. A penalty of \$500.00 per day will be assessed for each day that fixtures and equipment remain on premises after the expiration of this agreement. The Board shall have the right, within ten (10) days from the date of submittal of the construction schedule and operation plan to approve in part, or disapprove, the construction schedule and operation plan. If the construction schedule and operation plan or any part thereof is disapproved, Licensee shall submit a revised construction schedule and operation plan or revised portion thereof within ten (10) days from the date of the City's notice disapproving the schedule and plan or any part thereof. Any proposed changes to the approved construction schedule and operation plan shall be approved by the Board.

F. Traffic and Parking Control. Licensee shall develop, make arrangements for and submit to the City for approval on or before _____, a decentralized parking facility, and transit plan for the days of the event, including routes for ingress and egress to the event area. City shall have the right within fifteen (15) days from date of submittal of such plans to approve, approve in part, or disapprove the plans. If the plans or any part thereof are disapproved, licensee shall submit within five (5) business days from the date of the City's notice disapproving the plans of any part thereof. Any proposed change in the approved plans shall also be approved by the City. The plan shall include, without limitation:

1. The location(s) of the decentralized parking areas for which Licensee has made arrangements.
2. The form and frequency of transportation to and from the parking areas to the Event areas; and
3. The manner in which Licensee shall advise City in writing of the actual dates and hours during which Licensee desires the closing of the public streets and roadways.

G. Crowd Control and Emergency Plans. Licensee shall develop and submit for approval by the City, in writing, on or before _____ its plan for handling crowd control, public street closing, traffic control, security and medical emergencies unless such items have been set forth in other plans approved by the City. The City shall have the right within fifteen (15) days from the date of submittal of such crowd control and emergency plans to approve in whole or in part,

or disapprove those plans. If the plans or any part thereof are disapproved, Licensee shall submit a revised plan or schedule or revised portion thereof within five (5) business days from the date of the City's notice disapproving the plan concerning crowd control, public street closing, or traffic control, and security.

- H. Marketing. Licensee shall develop and submit to the City for approval on or before _____ Licensee's marketing plan for the event stating in reasonable detail the manner in which Licensee's marketing plan and the conduct of the events will publicize the City, its citizens and its Parks and Recreation Department. Any marketing plan shall provide that the event shall be referred to as the Licensee's event or words similarly agreed upon. In developing its marketing plan, Licensee shall consult with the City's representative and others under agreement with the City to promote the City and the City's image. Licensee shall coordinate its planning and marketing activities with such persons or entities.
- I. Trash Collection. Licensee shall notify the City on or before _____, of the specific needs for trash receptacles. Recycling of appropriate products/materials is mandatory, **See ATTACHMENT No. 2**. It is the responsibility of the Licensee to properly dispose or remove all trash and recycled items on public streets, roadways, and parking lots generated by the event.
- J. Notification of Meetings. Licensee shall notify the City in writing of all regular and special meetings of Licensee's Board of Directors. The City shall have the right to have a designated representative present at any such meetings or special meetings.
- K. Reimbursement of Extraordinary Expenses. Licensee shall reimburse the City for the following costs and expenses by the City in connection with the event:
1. City's actual expense incurred in providing trash receptacles, trash collection, trash disposal, and clean up assistance.
 2. Those unanticipated, incremental, additional costs and expenses incurred by the City in providing police and fire service within the event area and for security of City owned property outside the event area if the City does not ultimately approve the plans submitted by Licensee, but not including the police and fire protection services both inside and outside the event Premises, which the City intends to provide without charge to Licensee.
 3. Costs and expenses incurred by the City in providing other mutually agreed upon services and the rental value of City materials, supplies, or equipment requested and used by Licensee.
 4. The actual reasonable, out of pocket cost of repair of damages to City owned, operated, leased or controlled property, improvements and facilities which during the conduct of the event are under the control of Licensee, or for which Licensee is obligated to provide or pay for security.

5. Claims, demands, and liabilities asserted by third persons against the City, its officer, officials, and employees subject to the indemnification's provisions of this Contract relating to or arising out of the conduct of the event.
- L. Not later than thirty (30) days prior to the date upon which the event is scheduled, the City shall give Licensee an estimate of the extraordinary expenses projected for the event. Notwithstanding anything to the contrary, City shall use its reasonable and best judgment to determine, the projected level of services to be provided be it necessary to protect the public health, safety and welfare in connection with the conduct of the event.
- M. City's invoices for expenses. Within thirty (30) days after the event, City shall submit its invoice for actual extraordinary expenses to Licensee. In the event that an extraordinary expense in Attachment 1, Section L are not discovered or asserted, or the amount thereof cannot be determined with reasonable certainty within the said thirty (30) day period, City shall thereafter promptly invoice Licensee for any such extraordinary expenses upon reasonably determining the amount. Licensee shall pay the amount of any actual extraordinary expense invoiced within thirty (30) days after the date of the City's invoice.
- N. Security for Projected Expenses. Within ten (10) days from the date the City submits its estimate of projected extraordinary expenses. Licensee shall, upon demand, deposit with the City a security deposit of one of the following to guarantee payment:
 1. Cash;
 2. A company check;
 3. A bank wire transfer
- O. Request the Director of Public Works to close, as necessary, the public streets and roadways, withdrawing the use of those public ways for the dates when the Event is being prepared and conducted.
- P. Licensee must present a written plan to neighborhood associations and business/community organizations surrounding park area of event, potential road closures, specific parking areas secured for event patrons, and date/time/length of event.
- Q. Licensee must use durable, temporary fencing to block off the area surrounding any monuments or statues as directed.
- R. Licensee must present a plan utilizing a minimum of _____ parking stalls for an event based on paid/general attendance of _____. Shuttles are recommended for events with anticipated attendance of more than 10,000 per day. (1 stall for every 3.5 attendees is mandatory)

- S. Before presenting parking, security, and safety plans, excluding medical and EMT services, to KCMO Parks, all plans must be signed off by KCMO Police Department and KCMO Fire Department. The medical and EMT services plan shall be subject to review by KCMO Parks.
- T. All portable sanitary units must be placed on hard surfaces, when possible, excluding jogging trails. These units must be removed off-site for any exterior cleaning after the event. These units must be removed from the site by the conclusion of the agreement.
- U. Licensee must provide unrestricted and unlimited access to the site for a designated City representative before, during, and after the event.

ATTACHMENT NO. 2

RESPONSIBILITIES OF CITY

- A. Designate in writing a person to act as City representative with respect to this License.
- B. To provide trash receptacles, trash collection, trash disposal and clean up in accordance with Licensee's plans submitted pursuant, to Section I, on **Attachment No. 1 subject to availability of appropriated funds.**
- C. Provide standard City forms as required.
- D. Give prompt and written notice to Licensee whenever City observes or otherwise becomes aware of any defect in the services or performances by Licensee.
- E. Cut grass on 14 and/or 18-day park maintenance cycle as needed, subject to availability of appropriated funds.
- E. City reserves the right to cooperatively conduct a user survey at any time during the duration of the License.
- F. City of Kansas City of Kansas City, Missouri reserves the right to seek out any and all sponsorship opportunities, as well as, to display such sponsorship at any city owned parks and facilities.
- G. City reserves the right to utilize, at any time, any portion of _____ that Licensee is not using under this License.

**ATTACHMENT NO. 3
PARKS AND RECREATION NAME AND TITLE USAGE**

The KC Parks campaign has developed a special logo for use by our partners. The Parks Partner logo should be used in all promotional materials, advertising and on your Web site for events and programs that are presented in partnership with the City of Kansas City, Missouri Parks and Recreation Department.

Parks-owned facilities should use the KC Parks Partner logo promotional materials, advertising and on websites always.

When applying a KC Parks Partner logo information, please adhere to the following guidelines:

- Do not alter the logo's composition.
- Do not change the color of the logo.
- 4-color logos are the preferred option.
- When using any of the Web versions of the logo, link-back to the City of Kansas City, Missouri Parks and Recreation website: <http://www.kcmo.org/parks.nsf/web/logos>

Download KC Parks Partners logo at <http://www.kcmo.org/parks.nsf/web/logos>.

In anticipation of various applications, a number of color options have been developed. Although the 4-color logo [KCP Partner-4c (CMYK)] is the preferred version for print applications, please use the option best suited to your application.



[KCP Partner-1c \(K\)](#) | eps format | 367 KB;
[KCP Partner-1c \(K\)](#) | jpg format | 812 KB.






[KCP Partner-1c \(376\)](#) | eps format | 369 KB



[KCP Partner-1c \(K.gray\)](#) | eps format | 370 KB;
[KCP Partner-1c \(K.gray\)](#) | jpg format | 812 KB



[KCP Partner-2c \(376, 574\)](#) | eps format | 370 KB

 <p>Kansas City, Missouri Parks, Recreation & Boulevards</p>	<p>Illustrator Version (ai)</p>
 <p>Kansas City, Missouri Parks, Recreation & Boulevards</p>	<p>EPS Version</p>
 <p>Kansas City, Missouri Parks, Recreation & Boulevards</p>	<p>TIF Version</p>

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress. _____

Affiant’s signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires: