

**REQUEST FOR PROPOSALS
NON-MUNICIPAL AGENCY FUNDING CONTRACT
FOR CONTRACT/PROJECT NO. CKC2022
2022 MAYOR’S NIGHTS/CLUB KC
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 multi-sport, educational, cultural and/or entertainment activities. Event site organizers are requested to submit their qualifications and all other required submissions as part of their Proposal for performing the services specified in this RFP. The submittal of a Proposal in response to this RFP does not create any right or expectation to a Contract with the City.

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 May 13, 2022.

- (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:
Kevin Kearney, Manager of Recreation
Parks and Recreation Department
4600 E. 63rd Street
Kansas City, Missouri 64130
816/513-7567
kevin.kearney@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

April 22, 2022	RFP Issued
April 28, 2022	Pre-proposal meeting. Parks and Recreation Administration Building. 4600 E. 63 rd Street Trafficway, KCMO 64130
May 6, 2022	Deadline for questions
May 13, 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.
- (b) 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 CKC2022

SCOPE OF SERVICES

SERVICES TO BE PERFORMED

2022 ClubKC

1. **Background.** Parks and Recreation is seeking a qualified individual(s) or companies to provide professional management experience for the 2022 ClubKC. This program will offer youth from Middle to High School grades alternative activities that will encourage youth to gather at various sites to experience and participate in positive recreational programs during the evening hours on **Fridays and Saturdays (June 13, 2022 to August 20, 2022)**. ClubKC program will provide young people with a safe place to participate in a variety of interesting and social activities. This program will help expand options for youth participation, in the communities in which they live and learn. Most importantly, we will be protecting our youth, and assisting with the building of productive and engaged citizens
2. **Site Location.** Garrison Community Center, Southeast Community Center, Hillcrest Community Center, Brush Creek Community Center, Tony Aguirre Community Center
3. **Scope of Services.** The intent of this RFP is to enter into a professional specialized technical services Contract with qualified individuals or companies to:
 - a. Develop a budget inclusive of a requested dollar amount, including a budget page, and narrative description that defines the proposed use of funds;
 - b. Provide trained certified instructors to facilitate recreational, cultural and educational curriculum and life learning sessions of the ClubKC program;
 - c. Provide predetermined age appropriate program goals and objectives with timelines.
 - d. Assist with the public relations and marketing efforts of the program;
 - e. 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;
 - f. Report and invoice on forms suitable to the City, a narrative defining progress to date including an itemized description and cost of all services performed on a Bi-weekly basis of the ClubKC program; and
 - g. Specify a plan for egress and ingress procedure for the facility, and parking lot management, and emergency response detail.

The term of the contract will be from **June 6, 2022 to August 20, 2022**.

4. **Professional Experience Narrative.**
 - a. References shall be for similar type programs offered in a municipal setting or public recreation setting.
 - b. Detail management experience with training, hiring, event planning and scheduling of security and support staff for special events.
 - c. Experience in managing multiple sites utilized by different age groups for both girls and boys and should be detailed in the submittal.
 - d. Facility name, contact person and title, phone number, address and number of years facility was operated should be included.

- e. Experience in conducting similar type programs should be detailed in the submittal.
- f. Experience educational curriculum and life learning should also be included.

5. Proposal Requirements. Your proposal should include the following: Each of the following sections must be included in your proposal (*NOTE – Please clearly indicate what project the submittal is for and mark each section with a numbered tab that corresponds to the list below.*)

- a. Individual/company’s demonstrated ability to manage a multiple municipal recreation program serving a diverse urban population.
- b. Appropriate documentation supporting the use of non-city operated facilities such as skating rinks, bowling alleys, movie theaters, and other venues (if applicable).
- c. List of activities / programs for each site.
- d. Experience and qualifications of individual/company’s event management staff.
- e. Provide a detailed background history of the organizations and its structure.
- f. Have a detailed plan for administration of each site. This should include job descriptions and qualifications for each staff member and/or volunteer.
- g. Staffing plan demonstrating experience in recruitment, training, and retention of officials, security and support staff.
- h. Proposed compensation schedule for the program.
- i. Program plans including an estimation of needed expenditures in the areas of personnel needed to operate each site.
- j. Proposed program operation including days, and numbers of staff needed.
- k. Marketing plan.

Any supplemental information or documents (i.e. not required by this RFP) that are included in the proposal should be marked as an Attachment and clearly identified in the Table of Contents and reference.

Budget breakdown:

Club KC	
Southeast Community Center	\$30,000.00
Tony Aguirre Community Center	\$30,000.00
Brush Creek Community Center	\$30,000.00
Mayor’s Night Hoops (basketball)	\$90,000.00
Southeast Community Center	
Gregg Klice Community Center	
Garrison Community Center	
Night Nets (volleyball)	
Hillcrest Community Center	\$10,000.00
Night Kicks (soccer)	
9th and Van Brunt Soccer Complex	
Total Budget	\$190,000.00

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:

**NON-MUNICIPAL AGENCY FUNDING AND SERVICES CONTRACT
PROJECT #: CKC2022
2022 MAYOR'S NIGHTS/CLUB KC
PARKS AND RECREATION DEPARTMENT**

**CONTRACT WITH _____ FOR
MANAGEMENT SERVICES FOR SUMMER YOUTH PROGRAMS (CLUB KC)**

THIS CONTRACT is made and entered into this ___ day of ___, 2022 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and _____ (Contractor), whereby Contractor shall provide **Management Services for Summer Youth Programs** to the City in accordance with the terms and conditions contained in this contract.

**PART I
SPECIAL CONTRACT TERMS AND CONDITIONS**

Sec. 1. Term of Contract. This Contract shall begin on **June 6, 2022** and shall end no later than **August 20, 2022**. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 2. Compensation.

A. Maximum Compensation. The maximum amount that City can pay Contractor under this Contract is \$_____, pursuant to the budget approved by City. Contractor shall invoice City **bi-weekly** for actual services performed under this Contract pursuant to the budget approved by the City. Upon approving the invoice, City shall remit payment.

B. Contractor's Line Item Budget. Contractor shall submit a line item budget showing the sources of all resources and expenditures in the performance of services under this Contract and a statement of the proposed use of funds requested from City in a line item format with written justification for each line item. Such line item budget of Contractor and statement of proposed use of funds and any changes thereof exceeding 10% of any such line item shall require City approval in writing.

C. Requests for Reimbursement. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. All requests for reimbursement must be supported and accompanied by full documentation of costs incurred by Contractor. Line item changes within budget categories are permissible unless specifically prohibited by this Contract, but changes between categories must be submitted to the Director and approved in writing by the Director. Any budget category changes not approved may be disallowed by the City and not reimbursed to the Contractor. Contractor shall record all costs incurred in the performance of this Contract as they are incurred and shall report these costs in the monthly financial

reports submitted to the City. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 3. Responsibilities of Contractor.

A. Contractor shall perform the following Scope of Services: see **Attachment A**

Sec. 4. Notices. All notices required by this Agreement shall be in writing sent to the following:

City: **Kansas City, MO**,
Department: **Parks and Recreation**,
Director: Chris Cotten
Address: 4600 E 63rd St., Kansas City, MO 64130
Phone: (816) 513-7500
Email: Christopher.Cotten@kcmo.org

Contractor:
Contractor's Legal Name:
Contact:
Address:
Phone:
E-mail address:

All notices are effective when a) delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Contract Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 6. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 7. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract 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 Contract, Contractor shall supply such insurance at City's

cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

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.

B. The Commercial General 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 Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. 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.

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. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2 of Part II. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to CITY. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign

immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions of law.

Sec. 8. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Adventure (Joint Venture)
- Other (Specify): _____

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Contractor: _____
By: _____
Title: _____
Date: _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____
Title: _____
Date: _____

Authorized by the Board of Parks and Recreation Commissioners, Resolution

Number _____.

Secretary to the Board (Date)

Approved as to form:

Assistant City Attorney (Date)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

ATTACHMENT A SCOPE OF SERVICE

- a.** Develop a budget inclusive of a requested dollar amount, including a budget page, and narrative description that defines the proposed use of funds;
- b.** Provide trained certified instructors to facilitate recreational, cultural, and educational curriculum and life learning sessions of the ClubKC program;
- c.** Provide predetermined age-appropriate program goals and objectives with timelines.
- d.** Assist with the public relations and marketing efforts of the program;
- e.** 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;
- f.** Report and invoice on forms suitable to the City, a narrative defining progress to date including an itemized description and cost of all services performed on a Bi-weekly basis of the ClubKC program; and
- g.** Specify a plan for egress and ingress procedure for the facility, and parking lot management, and emergency response detail.