

**REQUEST FOR PROPOSALS**  
**NON-MUNICIPAL AGENCY FUNDING CONTRACT**  
**FOR CONTRACT/PROJECT NO. MNKC2023**  
**2023 MAYOR'S NIGHTS**  
**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 12, 2023.

- (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  
4600 E. 63<sup>rd</sup> Street  
Kansas City, Missouri 64130

**(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 20 , 2023	RFP Issued
May 4, 2023	Pre-proposal meeting. 3:00 pm, Parks and Recreation Administration Building. 4600 E. 63 <sup>rd</sup> Street Trafficway, KCMO 64130
May 10, 2023	Deadline for questions
May 12, 2023	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 two (2) 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 (2) 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

##### **2023 ClubKC**

- 1. Background.** Parks and Recreation is seeking a qualified individual(s) or companies to provide professional management experience for the 2023 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, 2023 to August 20, 2023)**. 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 or other locations the City may propose.
- 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 7, 2023 to August 21, 2023**.

- 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**

<b>Southeast Community Center</b>	<b>\$40,000.00</b>
<b>Brush Creek Community Center</b>	<b>\$40,000.00</b>
<b>Tony Aguirre Community Center</b>	<b>\$40,000.00</b>

<b>Mayor’s Night Hoops (basketball)</b>	<b>\$100,000.00</b>
<b>Southeast Community Center</b>	
<b>Gregg Klice Community Center</b>	
<b>Garrison Community Center</b>	

<b>Night Nets (volleyball)</b>	
<b>Hillcrest Community Center</b>	<b>\$15,000.00</b>

<b>Total Budget</b>	<b>\$235,000.00</b>
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**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  
CONTRACT NO. MNKC2023  
MAYOR'S NIGHTS  
PARKS AND RECREATION DEPARTMENT**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and \_\_\_\_\_ (Contractor), whereby Contractor shall provide \_\_\_\_\_ services 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 \_\_\_\_\_, \_\_\_\_\_ and shall end no later than \_\_\_\_\_, \_\_\_\_\_. 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 (*weekly, biweekly, monthly, quarterly or semiannually*) 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:
- B. Contractor shall submit:
  - 1. An itemized list of City-owned property utilized by the Contractor under this Contract.
  - 2. A monthly financial report which shall include **[specify content]**.
  - 3. A Quarterly performance report that evaluates and compares Contractor's actual activities to its goals under this Contract. The report shall contain a description of significant problems, if any, experienced by Contractor or its patrons and proposed changes to remedy those problems.
  - 4. An annual performance report identifying accomplishments, problems, and/or conditions contributing to a failure to achieve goals or perform services under this Contract, and proposing changes to correct such failures.

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

City: \_\_\_\_\_, Department: \_\_\_\_\_, Director: \_\_\_\_\_  
Address: \_\_\_\_\_, Kansas City, MO \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contractor's Legal Name: \_\_\_\_\_  
Contact: \_\_\_\_\_,  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
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.

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 owned, 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 acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

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. \_\_\_\_.** **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:

**NOTE:** *This section "Documents Incorporated by Reference" should be used if you want a document to be part of this contract but you do not want to actually attach the document to this contract. For example, the document may have many pages. You can list this document here but you must very specifically identify the document including its name and, if it is dated, the date of the document. **If you do not use this section, delete it.***

**Sec. \_\_\_\_.** **Documents Incorporated by Reference.** The following documents are not attached to this Contract but are incorporated into and made a part of this Contract by this reference:

**NOTE:** *If "Responsibilities of City" is not applicable to your contract delete this section. If the City has responsibilities in this contract, insert detailed responsibilities of the City. List each responsibility as a separate item number. If the City's responsibilities exceed one-half page, add it as an attachment. If one-half page or less, insert City responsibilities here in Part I. **Be certain to delete this note and the non-applicable section before your final contract document is printed.***

**Sec. \_\_\_\_.** **Responsibilities of City.** City shall:

**Sec. \_\_\_\_.** **Subcontracting.** Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

*If no subcontractor is approved for this contract, delete this section.*

**Sec. \_\_\_\_.** **Deletions to Part II, Standard Terms and Conditions.** The following sections of Part II, Standard Terms and Conditions, of this Contract are hereby deleted:

**NOTE:** *If Contractor has negotiated with you to modify or change any language in any section in Part II, use this section and completely recite the new section language. For example, “Sec. 9. Governing Law. (recite complete new section)”. If you have no replacements to Part II, delete this section.*

**Sec. \_\_\_\_.** **Replacements to Part II, Standard Terms and Conditions.** The following section(s) of Part II, Standard Terms and Conditions of this Contract are hereby deleted and in lieu thereof, the following are hereby inserted:

**Sec. \_\_\_\_.** **Incorporation of Federal/State Laws and Regulation.** Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **Attachment \_\_\_\_** to this Contract. The federal/state laws and regulations applicable to the use of funds provided under this Contract including but not limited to those set forth in **Attachment \_\_** to this Contract are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

## **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: \_\_\_\_\_

**NOTE:** *If applicable, the Secretary to the Board of Parks and Recreation Commissioners must insert the resolution number of the Board authorizing this contract and sign on the line provided. If not applicable, delete the signature block.*

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

**PART II**

**STANDARD TERMS AND CONDITIONS**

**Sec. 1. General Indemnification.**

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

**Sec. 2. Indemnification for Professional Negligence.** If the Contractor is performing professional services pursuant to this contract, Contractor shall indemnify, and hold harmless 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 any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

**Sec. 3. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 4. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

**Sec. 5. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by

Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

**Sec. 6. Default and Remedies.** If Contractor shall be in default or any breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

**Sec. 7. 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 Contract 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 Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 8. Modification.** Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

**Sec. 9. Headings; Construction of Contract.** The headings of each section of this Contract are for reference only. Unless the context of this Contract 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.

**Sec. 10. Severability of Provisions.** Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract 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 Contract 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. 11. Records and Audit Requirements.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract Amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

C. If Contractor or any of Contractor's affiliates receives \$100,000.00 or more in

one year, the following subsections shall apply:

(1) Financial audit by CPA. Contractor shall engage a CPA to conduct an audit or audits. Contractor will require the CPA to promptly furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters without the need for a special request. Contractor shall require its auditor to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's auditors; and

(2) Reports of Internal Controls. Contractor shall engage a professional qualified (the Professional) to analyze the agency's internal control structures. Contractor shall require the Professional to promptly furnish the City Manager with a copy of the analysis without the need for a special request. Contractor shall require its Professional to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's Professional; and

(3) Annual Fiscal Report. Contractor shall provide its annual fiscal report to the City no later than six months after the end of the Contractor's fiscal year.

**Sec. 12. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1)

year. This is a material term of this Contract.

**Sec. 13. Tax Compliance.** Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00. If Contractor performs work on a contract that is for a term longer than one year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

**Sec. 14. Assignability & Subcontracting.**

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall

not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 15. Conflicts of Interest.**

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no 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 Contractor in this Contract.

**Sec. 16. 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.

**Sec. 17. Independent Contractor.**

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

**Sec. 18. Intellectual Property Rights.**

Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all inventions, books, computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may



have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

**Sec. 19. Contractor's Business Practices.**

A. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase the equipment and materials by competitive bidding whenever required by law or whenever practical. Contractor shall identify, label, protect and release to City at the termination of this Contract, all non-expendable equipment purchased with funds provided under this Contract.

**Sec. 20. Contract Authorization.** Any contract for an amount over \$300,000 requires City Council or Park Board approval. Contractor shall submit a copy of the resolution passed by Contractor's board of directors authorizing Contractor to enter into this Contract or equivalent proof of Contractor's authorization.

**Sec. 21. Prohibited Contracts with Certain Professionals.**

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Land Clearance for Redevelopment Authority of Kansas City, Missouri, the Tax Increment Financing Commission of Kansas City, the Port Authority of Kansas City, the Planned Industrial Expansion Authority of Kansas City, the Industrial Development Authority of Kansas City, the Kansas City Maintenance Reserve Corporation, the Kansas City, Missouri Homesteading Authority, the Landmarks Historic Trust Corporation, the Metropolitan Ambulance Services Trust, and the Kansas City Municipal Assistance Corporation.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an

individual or firm capacity, represents any party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board or commission shall contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.

**Sec. 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor 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). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation 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. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify

Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of Contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.