

**REQUEST FOR PROPOSALS
FACILITY USE AND CONCESSIONS AGREEMENT
PROJECT NO. ENV-001
39th AND GILLHAM TROLLEY BARN
PARKS AND RECREATION DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

1. PURPOSE

The City of Kansas City, Missouri, through its Board of Parks and Recreation Commissioners is seeking proposals for the facility use and program operations for the building located at 3915 Gillham Rd. Kansas City, MO 64110, which was previously used for the Central Region Maintenance Facility. Proposals may be submitted by individuals or organizations providing youth development, recreational programming, community gardens, community-based programming or other business venture. The submissions should address proposals for use, restoration, and upkeep of the physical facility as well as the intended public benefits and anticipated structure of the programs proposed.

2. DUE DATE FOR PROPOSALS AND SUBMISSIONS

All proposal documents should be submitted in the exact order as listed in this RFP by 4:00 p.m. (CT) on August 30, 2024 to the City Contact Person listed in Section 3.

- (a) **Where.** Proposers shall submit their Proposals to the City Contact Person listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP No. and Title, Due Date and Time, and Name of the Proposer's Organization/business.
- (b) **No. of Copies/Format.** Proposers shall submit their proposals via email to the City Contact Person. In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled, as shown in Section 6.
- (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:
Stephen Van Rhein, Environmental Manager
4600 E. 63rd Street,
Kansas City, Missouri 64130
816-513-7562
stephen.vanrhein@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

8/9/2024	RFP Issued
8/23/2024 at 4.00pm CST	Deadline for questions
8/30/2022 at 4:00 pm CST	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) Employee Eligibility Verification Affidavit

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

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

8. CONTENT OF PROPOSAL

8.1 Proposal Part I – Organization/business Profile

- 1. The name of the individual and/or organization submitting the proposal.
 - a. If an organization submits the proposal, a certificate of incorporation must be included, or some indication of the legal form of business organization involved. There must be certification assuring that the organization is in good standing with the state or regulating entity.
 - b. If an individual submits the proposal, identifying data such as driver’s license and/or other state issued identification should be included.
 - c. In either instance, a list of other staff or community members committed to implementing this proposed program and funding should be included.
- 2. The financial circumstances of the individual or organization involved.

- a. Any form of financial information would be considered helpful, including but not limited to local, state, and federal tax filings, federal, state, or local regulatory agency filings, audits, banking information and any other relevant documentation.
- b. The proposer should be able to provide a comprehensive budget of projected costs for maintenance, upkeep, and capital improvements as a part of the proposal.
- c. If the financial circumstances reveal a current gap between budget needs and assets available, a description of the financing plans to be employed should also be included.

8.2 Proposal Part IV - Project Approach

- a. A brief narrative description of the program, including program goals and objectives, and estimating the number of persons to be served.
- b. An analysis of how the described program benefits the Kansas City, Missouri public and will serve a park purpose.
- c. A list of partners and community organizations who will be working on meeting any programmatic or charitable efforts involved in the program.
- d. A brief history of the organization's or individual's previous programs, in the area or in another area, and some contact information for people who could serve as references.

8.3 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.

8.4 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.

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: