

# Instructions and Conditions

## 1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal ("Proposal") for Municipal Advisory services. The City Finance Department desires to select firms ("Proposers") to provide municipal advisory services on tax-supported bond issues, such as General Obligation and annual appropriation backed bonds, Airport Revenue Bonds, Passenger Facility Charge, Customer Facility Charge and Airport Special Facility and Water and Sewer Revenue Bonds (collectively referred to as the "Bonds").

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## 2. CITY CONTACT PERSONS

(a) General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP through Bonfire. <https://kcmo.bonfirehub.com/projects>

The City contract person for this RFP is:

Mia Wilson, Senior Procurement Officer  
Procurement Services Division  
City Hall, 1<sup>st</sup> Floor, Room 102 W  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office: (816) 513-0778  
E-mail: [mia.wilson@kcmo.org](mailto:mia.wilson@kcmo.org)

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## 3. DEFINITIONS

- 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.
- "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.
- 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.

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#### **4. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

- 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.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure 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.
- 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 Proposed 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.

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#### **5. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

- Question Deadline
  - Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Section 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
  - 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 an Addendum and the Addendum will

be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>

- Questions - Post Deadline
    - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **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 appropriate City Contact person listed in Section 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
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- Users of Bonfire can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
  - Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the Bonfire platform.
  - Only complete and approved responses can be submitted.
  - Submission after the due date at midnight (Central time) is not allowed.
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## 6. 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.
- The City may change criteria and criteria weights at any time including after the due date for proposals.

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## **7. INTERVIEWS**

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

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## **8. DISCUSSIONS AND NEGOTIATIONS**

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

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
  - discuss and negotiate anything and everything with any Proposer or Proposers at any time;
  - request additional information from any or all Proposers;
  - request a Proposer or Proposers to submit a new Proposal;
  - request one or more best and final offers from any or all Proposers;
  - accept any Proposal in whole or in part;
  - require a Proposer to make modifications to their initial Proposals;
  - make a partial award to any or all Proposers;
  - make a multiple award to any or all of Proposers;
  - terminate this RFP, and reissue an amended RFP.
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## **9. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS**

- 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 ninety (90) 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.

- After ninety (90) 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.
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## **10. 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.

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## **11. 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.

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## **12. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
  - The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.
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## **13. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date.

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## **14. CHANGES IN THE RFP**

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.

- 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.
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## **15. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

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.

- The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
  - 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.
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## **16. 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.

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## **17. 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.

## **18. DISCLOSURE OF PROPRIETARY INFORMATION**

- 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 marking each response of each such document prominently with the words "Proprietary Information";
  - 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.
  - 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.
  - 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.
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## **19. 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.



## **20. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the 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 (2) 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 (2) calendar years.
- 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.
- 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

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: [www.kcmo.gov](http://www.kcmo.gov)

## **21. MINORITY AND WOMEN'S BUSINESS ENTERPRISE**

CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code CITY'S Code Chapter 3 Sections 3-421 through 3-469. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan.

If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

## **22. TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission.

Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089.

<http://www.kcmo.gov>

## 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.**

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## 24. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- 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.
- 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. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

<http://www.sos.mo.gov>

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## **26. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

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## **27. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 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 (1) 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 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

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## **28. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier 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). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section IV - Attachments and Exhibits.

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## **29. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

Proposer must acknowledge acceptance or decline by returning the form found under Section III - Special Instructions and Conditions.

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## **30. RENEWAL OPTION**

- The period of performance under the contract is for one (1) year with a contractual right on the part of the City to renew for up to five (5) additional annual renewal terms.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.