**Instructions and Conditions**

**1.** **QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

1. Questions Deadline

(1) Proposers may submit written questions, request clarifications or provide notice through Bonfire addressing 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.

(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 public notice through Bonfire.

1. 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 through Bonfire. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

**2. 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) it is in the best interest of the City to accept the proposal.

**3. DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”**

1. 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.

1. “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless of whether the submission is an oral or written submission.
2. 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.

**4. EVALUATION CRITERIA**

1. 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.

1. The City may change criteria and criteria weights at any time including after the due date for proposals.

**5. INTERVIEWS**

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

**7. DISCUSSIONS AND NEGOTIATIONS**

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

1. Evaluate Proposals and award a contract with or without presentations, discussions or negotiations with any or all of the Proposers;

1. Discuss and negotiate anything and everything with any Proposer or Proposers at any time;
2. Request additional information from any or all Proposers;
3. Request a Proposer or Proposers to submit a new Proposal;
4. Request one or more best and final offers from any or all Proposers;
5. Accept any Proposal in whole or in part;
6. Require a Proposer to make modifications to their initial Proposal;
7. Make a partial award to any or all Proposers;
8. Make multiple awards to any or all Proposers; and
9. Terminate this RFP at any time and reissue an amended RFP or new RFP.

**8.** **SELECTION**

1. 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.

1. 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.

9. **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.

**10. 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.

**11. CHANGES IN THE RFP**

1. 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.

1. 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.

12. **CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

1. 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.

1. The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
2. 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.

**13. 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.

**14. 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.

**15. CLOSED RECORDS**

1. 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.

1. 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.

**16. DISCLOSURE OF PROPRIETARY INFORMATION**

1. 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 page of each such document prominently in at least 16 point font with the words “Proprietary Information”

1. 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.
2. 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.
3. 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.

**17. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-2044 of the City's Code of Ordinances 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 2-2044. Failure to comply with the requirements of Section 2- 2044 may cause the Proposal to be rejected.