

THE CITY OF KANSAS CITY, MISSOURI

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

REQUEST FOR PROPOSALS

Janitorial Supplies – Paper Products

RFP NO. EV1252

PROPOSALS DUE: JUNE 7, 2011 BY 2 P.M. (CDT)

PROCUREMENT SERVICES DIVISION

Art Roberson, CPPB
Senior Buyer – Procurement Services
(816) 513-1164
art.roberson@kcmo.org

Proposer Company Name _____

Address _____

City, State, Zip _____

Phone _____ E-mail address _____

REQUEST FOR PROPOSALS NO. EV1252

JANITORIAL SUPPLIES – PAPER PRODUCTS

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SECTION I
REQUEST FOR PROPOSALS NO. EV1252
JANITORIAL SUPPLIES – PAPER PRODUCTS
INSTRUCTIONS AND CONDITIONS

1. PURPOSE

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for janitorial supplies – paper products for all City facilities.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Person** listed in Section 3 by 2 p.m. (CT) on June 7, 2011.

3. CITY CONTACT PERSONS

(a) General Questions and Proposal Submissions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Art Roberson, CPPB
Senior Buyer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 E. 12th Street, Kansas City, Missouri 64106
Office: (816) 513-1164 Fax: (816) 513-1156 E-mail: art.roberson@kcmo.org

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

04/07/11	RFP Issued
05/20/11	Deadline for questions
05/07/11 at 2:00 PM	Due Date for Proposals
TBD	Notification of shortlisted firms
TBD	Interviews if deemed necessary
TBD	Selection/Negotiation
TBD	Contract start date

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

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 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.
- (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 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.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

(a) Question Deadline

- (1) 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 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 an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addendums. <http://www.kcmo.org>

(b) 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.

9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- (a) Where. Proposers shall submit their Proposals to the appropriate **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 RFP No. and RFP title.
- (b) No. of Copies. Proposers shall submit one (1) signed original, three (3) copies of their Proposal and one (1) copy on a CD in Microsoft word format.
- (c) Format. **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 10.**

Each Proposal shall be presented in 12-point font 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.

All Proposals shall be submitted without "binding" of any kind.

- (d) Additional Materials. The Proposal also may 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.

10. CONTENT OF PROPOSAL

10.1 Proposal Part I – Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, email, Federal ID#, and website address.
- Brief history of business/firm including date the business/firm was established under the current name.
- 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.
- Type of ownership, or legal structure of business/firm.
- 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 pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Provide a brief history of your business/firm' contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
- Has your business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

10.2 Proposal Part II – Experience

- Include a list of the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) 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 number, and telephone number
 - f. summary of how your business/firm delivered services
 - g. pricing and contractual compensation terms
- Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years. (See **Attachment 3 – References**)
- Provide a copy of your most recent relevant ongoing public contract.
- Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell number and telephone number.

10.3 Proposal Part III – Personnel

- 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. State time commitment on other accounts.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).

10.4 Proposal Part IV - Project Approach

- Discuss your understanding of the project scope and objectives.
- Discuss your approach to a project with specific references to the 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 for Order Fulfillment Plan.
- State approximate date your business/firm is available to begin work on the Project.

10.5 Proposal Part V – Pricing

- **Total Cost:** Proposed Cost for everything requested in this RFP. Please break down the pricing as required by the **Pricing/Cost Proposal Attachment**.
- **Renewal Pricing:** 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. 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.

11. EVALUATION CRITERIA

- (a) 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.

- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

12. INTERVIEWS

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

13. 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 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 of Proposers;
- (j) terminate this RFP, and reissue an amended RFP.

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 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 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.
- (b) 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.

15. 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.

16. 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.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) 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.

18. 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.

19. 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 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.

- (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.

20. 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.

21. 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.

22. 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.

23. 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 Design Professional.
- (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.

24. 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.

25. AFFIRMATIVE ACTION

- (a) It is the policy of the City that any person or entity that enters into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, creed or religion, national origin, sex, disability or age. The City requires all persons who employ twenty-five (25) or more persons and receive contracts totaling more than \$123,500.01 annually from the City to have a City approved Affirmative Action Program prior to entering into a contract with the City.
- (b) If you have any questions regarding the City's Affirmative Action Program requirements, contact the Human Relations Department at (816) 513-1836 or visit the City's website at <http://www.kcmo.org/humrel.nsf/web/HRAAPP?opendocument>.

26. 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.org>

27. 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.**

28. 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.

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

30. KANSAS CITY MISSOURI BUSINESS LICENSE

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

31. 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.

32. SINGLE SOURCE CONTRACT

The City will make a single source contract award, and all items must be submitted in order to be considered for a contract award. The City does reserve the right to add additional suppliers to the contract at a later date if it is deemed to be in the best interest of the City.

33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Proposer agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

Yes _____ No _____

SECTION II
REQUEST FOR PROPOSALS NO. EV1252
JANITORIAL SUPPLIES – PAPER PRODUCTS
SCOPE OF SERVICES

1. PURPOSE

The purpose of the Request For Proposals is to establish an annual supplier contract for JANITORIAL SUPPLIES – PAPER PRODUCTS to be used city-wide by departments of the City of Kansas City, Missouri. **The City will NOT make multiple awards for this contract and all Proposers MUST be able to supply all listed items.**

2. PRODUCT STANDARDIZATION

It is the intent of the City to begin standardization of all janitorial products and shall be a requirement that the supplier awarded the contract meet with and work with staff from all departments and assist departments into standardized products as outlined in this RFP. Complete standardization should be completed within the first 12 months of the contract term.

3. DISPENSER EQUIPMENT STANDARDIZATION

It is the intent of the City to begin standardization of all paper towel dispensers for all City locations. That product shall be one of the two automatic roll towel dispensers as listed in this RFP. **The dispensers and installation shall be at no charge to the City.**

- Georgia-Pacific enMotion 59462 electronic touchless paper towel dispenser that uses enMotion 89460 refill towels, 1 ply white, 10" W x 800'L, 6/Ct.; **or**
- Kimberly-Clark in-Sight 09992 electronic touchless paper towel dispenser that uses Kimberly-Clark Scott 02000 In-Sight hand roll paper towels, 1 ply white, 8"W x 950'L, 6/Ct.

4. VALUE ADDED ENHANCEMENTS

The Proposer shall outline in detail all "value-added" program enhancements that would be available to the City as a part of this contract, such as:

- Rebates and incentives and other cost savings opportunities
- Internet order capability
- Electronic payment fund capability
- Procurement Card payment availability
- Next day delivery
- Special discounts
- The ability to integrate with the City's PeopleSoft financial system
- Quarterly usage reports and business review meetings with Procurement Services staff
- Quality control plan as outlined earlier

- Green, Eco-Friendly, Sustainable Initiatives. It is the desire of the City to purchase and use as much “green, eco-friendly, sustainable” product as possible. From a “Lifestyle” prospective, this could include:
 - a) Product Content
 - b) Pre-manufacture
 - c) Manufacture
 - d) Product design
 - e) Packaging and distribution
 - f) Use/re-use & maintenance
 - g) Waste management
 - h) Quarterly available environmental report

As a governmental entity, the City is uniquely positioned to drive affordable, market based environmental products.

The City recognizes EcoLogo, EnergyStart, and GreenSeal among others.

Please outline the availability of alternate “green” products on a separate sheet of paper listed as APPENDIX A.

5. PRODUCT SUPPORT

The City expects a high level of product support. Customer service representatives and sales representatives must be able to provide detailed product information and training as requested by the City. Information sheets and Material Data Safety Sheets (MSDS) must be available upon request by any City department.

In addition to support on existing products and supplies, the Proposer must be able to provide continued education on existing products.

6. CUSTOMER SERVICE

The City seeks a high level of customer service. Customer service representatives shall be assigned to each account and shall be familiar with all aspects of the City’s requirements and conditions of the contract. The Contractor must promptly address all problems in a timely manner.

Customer service should be available through a variety of means including but not limited to the following methods: internet online, E-mail, phone, and fax. Orders, whether by purchase order or by procurement card, will be placed by various City departments and locations.

7. USE OF S.P. RICHARDS PRICE LIST

When a percentage off suggested list is required, please use the latest S.P. Richards retail list price as a consistent reference point for pricing analysis and comparison. Where there is not a S.P. Richards list price available, the product manufacturer’s MSRP shall be used for comparison purposes.

8. PROPOSED PRICING

APPENDIX B, which follows next, is a list of the City proposed “core” standardized products. Please fill out exactly as listed.

9. ADDITIONAL DISCOUNTS

For items not listed on APPENDIX B, please provide your discount off the standard S.P. Richards price list:

Bath tissue	_____ % off
Multifold towels	_____ % off
Facial tissue	_____ % off
C-fold paper towels	_____ % off
Napkins	_____ % off

APPENDIX B

JANITORIAL SUPPLIES – PAPER PRODUCTS

PROPOSED CORE STANDARDIZED ITEM LIST

Note: Information listed must be EXACTLY as specified.

ITEM DESCRIPTION	UNIT	UNITS PER CARTON	UNIT PRICE	CARTON PRICE
Paper				
Georgia-Pacific 18280 Preference® Bath Tissue, 2-Ply, 80/Ct	CT			
Georgia-Pacific 19880 Envision® Bath Tissue, 2-Ply, 80/Ct	CT			
Georgia-Pacific 20204 Acclaim® Multifold Towels, White, 9 1/5" x 9 2/5", 4,000/Ct	CT			
Georgia-Pacific 20603 Acclaim® C-Fold Towels, White, 10 1/10" x 13 1/5", 2,400/Ct	CT			
Georgia-Pacific 48560 Angel Soft ps Ultra™ Premium Facial Tissue Flat Box, 2-Ply, White, 7 2/5"W x 8 4/5"L, 125/Bx, 30/Ct	CT			
Georgia-Pacific enMotion® 59462 Towel Dispenser, Translucent Smoke/White, 16 3/4"H x 14 4/5"W x 9 3/4"D	EA			
Georgia-Pacific enMotion® 89460 Refill Towels, 1-Ply, White, 10"W x 800"L, 6/Ct	CT			
Kimberly-Clark Scott® 01510 C-Fold Towels, White, 10 1/10" x 13 1/10", 2,400/Ct	CT			
Kimberly-Clark Scott® 01807 Multifold Towels, White, 9 1/5" x 9 2/5", 4,000/Ct	CT			
Kimberly-Clark Scott® 04460 Bath Tissue, 2-Ply, 80/Ct	CT			
Kimberly-Clark In-Sight™ 09992 Electronic Touchless Towel Dispenser, Smoke Gray, 16.1"H x 12 3/5"W x 10 1/5"D	EA			
Kimberly-Clark Scott® 02000 In-Sight™ Electronic Touchless Hand Roll Towels, 1-Ply, White, 8"W x 950"L, 6/Ct	CT			
Kimberly-Clark Kleenex® 21400 Tissue Dispenser Pop-Up® Box, 2-Ply, White, 8 1/5" x 8 2/5", 100/Bx, 36/Ct	CT			
Bath Tissue, 2-Ply, 96/Ct, Include Exact Sheet Dimensions and Sheets Per Roll	CT			
Dimensions:				
Facial Tissue Flat-Box, 2-Ply, White, 8" x 7.7", 100 Tissues/Bx, Include Exact Tissue Dimensions and Tissues Per Box if different than listed.	BX			
Dimensions:				
Multifold Towels, White, 1 Ply, 9.25" X 9.5", 4,000/CT, Include Exact Towel Dimensions if different than listed.	CT			
Dimensions:				
C-Fold Towels, White, 1 ply, 13" X 10", 2,400/CT, Include Exact Towel Dimensions if different than listed.	CT			
Dimensions:				

ITEM DESCRIPTION	UNIT	UNITS PER CARTON	UNIT PRICE	CARTON PRICE
Dinner Napkins, 2-Ply, White, 17"L x 15"W, 500/Pk, 3,000/CT, Include Exact Napkin Dimensions if different than listed.	CT			
Dimensions:				

APPENDIX C

ESTIMATED USAGE OF PRIOR YEAR PURCHASES

Listed are **estimated** quantity purchase figures obtained from current suppliers for the last year. (NOTE: These figures should only be used as estimates. Some departments have made supplier purchases from other assorted suppliers that are not represented in these figures.)

THIS GROUP: 12 MONTH PURCHASE FIGURES

<u>QTY</u>	<u>ITEM</u>
33	Household broom
42 cases	Foaming disinfectant cleaner
90 cases	Terry knit cleaning rags
100	30" straight rubber floor squeegee
100 cases	Color fleece rags
108 cases	Pop-up wipers 8 x 100/case
120	Blend loop-end wide band mop
146	60" x 1 1/8" tapered wood handle
148	Lobby broom, 30" handle
156 cases	Hand dishwashing soap, 12 Qt. /case
156 cases	Pine scented sudsy ammonia, 12 QT. /case
182	60" x 15/16 metal threaded handle
215 cases	All purpose cleaner concentrate 4 gal/case
254 cases	Household bleach, 6 gal/case
257 bag	Floor dry super absorbent, 25# bag
288	32 oz. cotton terry mop head, 4 ply
384	Cap, 38-400, white P/P F217, 2900/case, for 1 gal jug
384	1 gal natural jug, round, 38-400, 48/case
784	Pine odor disinfectant, 4 gal/case
1608	Sponge, 1 5/8" x 4 1/8" x 6 1/4", individually wrapped, 24/case
910	Cormatic hardwound RL TWL ON 8

<u>QTY</u>	<u>ITEM</u>
------------	-------------

2	Pro strip heavy duty stripper
6	UHS floor finish 5 gal
10	Renown GS C-fold white towel
30	QF 330 floor finish restorer
76	Purell NXT space saver dispenser
520	Purell w/aloe NXT hand sanitizer
96	Compact coreless 2 ply bath tissue
2321	Cormatic hardwound RL TWL
420	Good sense auto variety pack
15	Pro strip heavy duty stripper
1460	Single roll bath tissue 2 pl

THIS GROUP: 18 MONTH PURCHASE FIGURES

Item#	Description	Qty shipped	U/M
4226200	RELIABLE .5"X 3.75" 1ply 1000sht WHT BATH TISSUE	66,240.00	RL
4440720	RELIABLE 9.5"X 9 1/8" WHT MULTIFOLD TOWEL	30,976.00	PKG
2255555	RELIABLE HALF FOLD TOILET SEAT COVER	5,700.00	SLV
4440980	RELIABLE 9.5"X 9 1/8" 1ply NAT MULTIFOLD TOWEL	4,880.00	PKG
2048178	GP 3.9"X 4.05" 2ply 1000sht WHT ENVISION MICRO-TWIN BATH TISSUE	3,360.00	RL
5281987	KC 8"X 950' WHT HARD ROLL TOWEL	2,286.00	RL
4440060	RELIABLE 800ml PINK SKIN CLEANSER	1,692.00	BOX
4440480	RELIABLE 13"X 10 1/8" WHT C-FOLD TOWEL	880.00	PKG
5420830	GP 8"X 12.5" 2ply WHT BRAUNY INDUSTRIAL LT DUTY WIPER	740.00	BOX
4441110	RELIABLE 7.75"X 800' 1ply WHT ROLL TOWEL	720.00	RL
4442420	RELIABLE 3.55"X 2000' 2ply WHT JUMBO TOILET TISSUE ROLL	456.00	RL
2062874	KC 9"X 8" 2ply WHT KLEENEX FACIAL TISSUE 100ct	360.00	BOX
2062781	KC 8"X 800' 1ply WHT SCOTT SURPASS ROLL TOWEL	360.00	RL
2025877	DART 14oz WHT BIG DRINK FOAM CUP	360.00	SLV
2025876	DART 12oz SPACE SAVER WHT FOAM CUP	360.00	SLV
5235740	DIXIE 8.5" SAGE ULTRA STRONG PAPER PLATE	336.00	SLV
2125791	JD 32oz VIREX TB DISINFECTANT CLEANER	336.00	QT
2025875	DART 10oz WHT FOAM HOT OR COLD CUP	280.00	SLV
2135875	PITT 24"X 33" 12-16gal 8mic CLR HD CAN LINER MINI ROLL	240.00	RL
4441530	RELIABLE 7.87"X 800' 7.8"Dia 1ply NAT ROLL TOWEL	192.00	RL

Item#	Description	Qty shipped	U/M
5313860	SCA 3.55"X 1000' 2ply WHT TORK UNIVERSAL ROLL BATHROOM TISSUE	144.00	RL
5180375	KC 8.5"X 4.5" 2ply WHT KLEENEX INTERFOLD TOILET TISSUE	144.00	PKG
5341458	GP 7.8"X 15" 1ply 560sht WHT SOFPULL CENTERPULL TOWEL	120.00	RL
5334072	KC BLK TOUCHLESS HARDROLL TOWEL DISPENSER	115.00	DSP
2212286	TC 800mil ONE SHOT LOTION MOISTURIZER SOAP	100.00	RFL
5435608	SCA 4.0"X 3.75" 2ply WHT TORK PREM BATHROOM TISSUE THRU EMBOS	96.00	RL
5285057	RCP 30day LL/ WM/ CF VARIETY PK SEBREEZE ODOR ABSORB GEL REFILL	90.00	EA
5416114	RCP 30day CITRUS BREEZE SEBREEZE ODOR ABSORB GEL REFILL	84.00	CTG
5310729	HOSPECO ORIGINAL REGULAR TAMPAX TAMPONS IN VENDING TUBE	67.00	CTN
5292935	GP 11"X 9.3" 1ply WHT BRAUNNY INDUSTRIAL PREMIUM AP WIPER	60.00	RL

SECTION III

SPECIAL INSTRUCTIONS AND CONDITIONS

1. AUTHORIZED SIGNATURE FORM
2. NO PROPOSAL RESPONSE FORM
3. STANDARD CITY CONTRACT

AUTHORIZED SIGNATURE FORM

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal;
- Proposer will not withdraw the proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: _____

Signature: _____

Title: _____

Business/Firm Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

NO PROPOSAL RESPONSE FORM

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Senior Buyer: Art Roberson, CPPB Telephone: (816) 513-1164 Return by Fax: (816) 513-1156

Due Date: June 7, 2011

Number: EV1252

Description: JANITORIAL SUPPLIES – PAPER PRODUCTS

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- ☐ 1. We cannot provide a service to meet the required specifications.
- ☐ 2. The closing date does not allow adequate time to prepare a response.
- ☐ 3. We have chosen not to do business with the City.
- ☐ 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name _____ Supplier No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

STANDARD CITY CONTRACT

CONTRACT FOR COMMODITIES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV1252

TITLE/DESCRIPTION: JANITORIAL SUPPLIES – PAPER PRODUCTS

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and _____ ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents: (a) this Contract; (b) CONTRACTOR's Proposal dated _____ that is attached hereto and incorporated into this Contract; (c) CITY's RFP No. _____ that is incorporated into this Contract by reference; (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on _____, ____ and shall end on _____. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$_____. CITY shall pay CONTRACTOR on the following basis: **(Fill in how the contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents, etc.)**

- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly, one time; other (**select when the Contractor will bill the City and delete all others**).
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. 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. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or 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 ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. 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. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (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) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, CONTRACTOR shall establish and maintain for the term of this Contract an Affirmative Action Program 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. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 38 of City's Code. 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 38 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. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, 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. 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. 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. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Attention: Cedric Rowan
 Telephone: (816) 513-1592
 Facsimile: (816) 513-1156

With copies to: Galen Beaufort, Esq.
 City Attorney
 Law Department of Kansas City, Missouri
 414 East 12th Street, 28th Floor
 Kansas City, Missouri 64106
 Telephone: (816) 513-3147

With copies to: (If to the CONTRACTOR, insert Name and Complete Address)

Sec. 18. General Indemnification.

- (a) For purposes of this Section 18 only, the following terms shall have the meanings listed:
 - 1. 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.
 - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section 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 all costs of the insurance requirements imposed by 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) 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 or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, 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. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: 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 and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy 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 this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, 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.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
 - (f) 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 or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement. regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government,

governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignment and Subcontracting. CONTRACTOR shall not subcontract, assign or transfer any part or all of CONTRACTOR's obligations or interests without CITY's prior approval. If CONTRACTOR shall subcontract, assign, or transfer any part of CONTRACTOR's interests or obligations under this Contract without the prior approval of CITY, it shall constitute a material breach of this Contract.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. 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 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. 27. Minority and Women's Business Enterprises. 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 Sections 38-84 through 38-100.8 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan, which is attached as **Attachment No. _**. 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.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the 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 to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986.

CONTRACTOR may obtain additional information about E-Verify and enroll at http://www.dhs.gov/xprevprot/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 the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

SECTION IV
ATTACHMENTS

1. PRICING/COST PROPOSAL
2. AFFIDAVIT
3. REFERENCES

ATTACHMENT NO. I
PRICING/COST PROPOSAL

ATTACHMENT NO. 2

AFFIDAVIT

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:

ATTACHMENT NO. 3

REFERENCES

PROPOSER REFERENCES FROM CLIENTS

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

The Proposer is required to include the three (3) references in the Proposal submitted to the City.

CITY OF KCMO REFERENCE CHECK

GENERAL INFORMATION

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

REFERENCE CHECK INFORMATION

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

To submit a reference, please respond to the following questions:

1. What services did the Supplier provide for you?

2. Were the services performed satisfactorily?

3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.

5. Was the account service satisfactory?

6. What was included in the account service?

7. Were you happy with the cost of your services?

8. Are you still using this Supplier for these services?

9. Do you plan to continue this relationship?

10. Additional Comments:

Name of Client Contact (Print)

Signature