

3. 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:

Cory Burress, MBA, Senior Procurement Officer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 E. 12th Street, Kansas City, Missouri 64106
Office: (816) 513-0808
E-mail: cory.burress@kcmo.org

4. 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.
-

5. ESTIMATED SCHEDULE

10/6/2020	RFP Issued
10/19/2020 3 p.m. CST	Pre-Proposal Conference- online Microsoft Teams conference only, no on-site participation is available. Teams link and call is listed below. Join Microsoft Teams Meeting +1 872-212-5076 United States, Chicago (Toll) Conference ID: 891 201 532# Local numbers Reset PIN Learn more about Teams Meeting options
10/26/2020 2 p.m. CST	Deadline for Questions to be Submitted
11/2/2020	Due date for proposals 11:00 P.M. CST
November 2020	Notification of Short Listed Firms
November 2020	Interviews/Presentations
November/December 2020	Selection/Negotiation
December/January 2020	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.

For persons with disabilities needing reasonable accommodations, please contact Robert Rives at 816-513-2532. If you need to use the Relay Service, please dial 711.

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
 - Scope of Services
 - Technical and Functional Requirements
 - Authorized Representative Form
 - Cooperative Procurement with Other Jurisdictions Form
 - Standard City Contract
 - Business/Firm Profile and Legal Structure
 - Experience
 - Personnel
 - Project Approach
 - Sustainability
 - Pricing/Cost Proposal
 - Employee Eligibility Verification Affidavit
 - Proposer References
-

7. 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.
-

8. 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.
-

9. SUBMISSION OF PROPOSALS

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

- The City uses BonFire for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform. Respondents can prepare responses to RFP questions that include:
 - Formatted text, using the formatting options in the text editor
 - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
 - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
 - Links to external website which are publicly available.

- Respondents using the Bonfire platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
 - Users of this platform must have an internet connection and can use browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
 - 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.
-

10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include:

Business/Firm Profile and Legal Structure

Experience

Personnel

Project Approach

Sustainability

Cost Proposal

Other Required Documents

11. 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.
-

12. INTERVIEWS

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

13. 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.

14. 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.

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

- 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.
-

18. LATE PROPOSALS

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

19. 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.
-

20. 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.
-

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 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.
-

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

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

26. 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 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.

27. 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>

28. 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.**

29. 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.
-

30. 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>

31. 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>

32. 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.

33. 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.

34. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

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

35. 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.
-



City of Kansas City, Missouri
PROCUREMENT SERVICES DIVISION
1st Floor, Room 102W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 / Fax: (816) 513-1156

Hello,

The City of Kansas City would like to invite you to the Request for Proposal (RFP) **EV2793 CLIMATE ACTION PLAN**. The City uses the online platform Bonfire as our RFP/Bid submission tool. This site will allow potential suppliers to download all RFP documents for review, ask any questions, and submit proposals.

<https://kcmo.bonfirehub.com/projects>

Please download all documents for your review. The City is excited to invite local companies to submit proposals. At any time, issues arise, please reach out to me, Cory.Burress@kcmo.org, (816-513-0808). Thank you.

There is a Preproposal conference to provide further details concerning the RFP and allow suppliers to ask questions. Anyone is allowed to attend. The agenda is available below. Date and time for preproposal conference:

Monday, October 19, 2020, 3:00 P.M. Central time.

[Join Microsoft Teams Meeting](#)

+1 872-212-5076 United States, Chicago (Toll)

Conference ID: 891 201 532#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)



City of Kansas City, Missouri
PROCUREMENT SERVICES DIVISION
1st Floor, Room 102W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 / Fax: (816) 513-1156

AGENDA

Request for Proposal EV2793 Climate Action Plan.

Monday October 19, 2020

3:00 pm – 4:00 pm Central time.

Procurement RFP facilitator: Cory Burress, MBA, Senior Procurement Officer

Please ask questions throughout.

1. City team introductions.
 - a. Procurement.
 - b. Department conducting the RFP.
2. High level overview of project.
 - a. Background, Expectations.
3. Bonfire Software Platform tutorial
 - a. Review of Bonfire Website
 - b. Review of RFP Documents

Thank you.

AUTHORIZED SIGNATURE

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: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

E-mail Address: _____

Cooperative Procurement with other Jurisdiction form

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, 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).

Do you agree to the statement above?

Standard City Contract

Please review the contract below.

Will you be able to comply with the Standard City Contract?

Attach any exceptions to the contract or additional terms and conditions. Any items not listed in your proposal response, may not be reviewed later in the evaluation process.

STANDARD CITY CONTRACT

**MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY,
MISSOURI**

CONTRACT NO.: EV2793

TITLE/DESCRIPTION: Climate Action Plan

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 for up to four (4) additional one (1) year terms.
- (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.
- (d)

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

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (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.

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

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

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 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, C.P.M., Manager
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR: (INSERT Name and Complete Address)

Sec. 18. General Indemnification.

- (a) For purposes of this Section 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 "A-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. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified

the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 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.

Delete Sec. 27 if there are no MBE/WBE Goals, and change the numbering.

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 CITY'S Code Chapter 3 Sections 3-421 through 3-469 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 <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. 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).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.

- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than

twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.

- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

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: _____

Business/Firm Profile and Legal Structure

Please prepare responses for each of the following in the space provided:

1.
Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

2.
Brief history of business/firm including date the business/firm was established under the current name.

3.
List all services provided by the business/firm.

4.
Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.

5.
Type of ownership, or legal structure of business/firm.

6.
Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

7.
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?

8.

Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

9.

Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

10.

Proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements, bonding capacity.

Experience

Please prepare responses for each of the following:

1.

Provide a copy of your most recent relevant ongoing public contract.

2.

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 phone number and telephone number.

3.

It is preferred that the Consultant (or consultant team) have the following specific experience. Please provide details of relevant experience related to points below:

- a) Projects related to successful climate mitigation and adaptation planning with a focus on resiliency and regeneration.
- b) Projects related to successful climate mitigation and adaptation implementation experience if any.
- c) Please list any and all; strong facilitation and communication skills and working knowledge or subject matter expertise in relevant topic areas including, but not limited to energy use, greenhouse gas emissions, water, land use, solid waste, carbon sequestration.
- d) Please provide details of previous experience in facilitating community groups and working in an equity space with diverse and often incongruent entities to drive change.
- e) Please provide details of experience working with climate vulnerable communities to build trust and facilitate long term partnerships between those communities, City government, and relevant non-governmental entities both for profit and not for profit.
- f) Projects related to creating outreach material that is data driven, visually stimulating, and conveys a large amount of information in an easily understandable form.

- g) Please provide details of experience in performing climate resilience and vulnerability assessments
- h) Please provide details of the ability to recommend specific, relevant training and/or certifications for City staff.

Personnel

Please prepare responses for each of the following in the space provided:

1.
Please provide your staff capacity for meeting the City's requirements.
2.
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.]
3.
For each of the Key Employee(s), provide a resume and/or summary with at least the following background information: a. Description of relevant experience. b. Years of employment with the business/firm. c. City and State of residence. d. State time commitment on other accounts. e. Applicable professional registrations, education, certifications, and credentials.
4.
Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
5.
Provide a staffing plan for the contract including the locations of the positions.
6.
Provide an organizational chart for the assigned staff.
7.
Provide a plan to address vacations, sicknesses and absences.

Project Approach

Please prepare responses for each of the following in the space provided:

1.

Discuss your approach to a project with specific references to the services requested in the RFP.

2.

Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?

3.

Describe your Quality Assurance Plan.

4.

State approximate date your business/firm is available to begin work on the Project.

5.

Discuss your transition plan to begin providing services.

6.

Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.

Sustainability

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1.

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.

2.

Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

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. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the 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:

Pricing/Cost Proposal

Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses separately in cost proposal. These expenses must be included as part of the overall spend for the categories listed below.

This is a one-year contract with three annual renewal options. Items associated with the GHG inventories and CRVA must be completed within the one-year timeframe. At minimum, a Phase 1 Climate Protection and Resiliency Plan, identifying policy and utility level near-term actions must also be completed within the one-year timeframe. Education and outreach work to ensure equitable, community and neighborhood level outcomes associated with the Climate Protection & Resilience plan may continue beyond the one-year timeframe if necessary. Work beyond the first year is contingent upon grant or foundational funding being identified for this project.

Please break out cost in the following categories (at minimum):

- Engagement and Outreach – Please identify separate costs and approaches if necessary, for periods during the Covid-19 pandemic and for work post pandemic.
 - Establishing work groups
 - Convening work groups
 - Community Climate workshops (cost per workshop)
 - Additional community/staff meetings
 - Additional costs incurred and/or savings required/realized through virtual outreach (ie: online engagement platforms (cost), food for meetings (savings))
 - Additional options recommended to ensure an equity-focused process (translation services, childcare, stipends, etc.) Break each item out separately
- CRVA
 - Community vulnerability analysis with consideration to demographics and land use
 - Identification and assessment of current climate adaptation programs and their efficiency
 - Development of infrastructure and community-based programming measurements
 - Creation of data layer and maps for risks and implementation measures
- GHG Inventory
 - Cost for municipal inventory (overall vs broken out by department)

- Cost for citywide inventory (broken out by options suggested by consultant)
- GHG Forecasting (BAU and additional recommended scenarios)
- Climate Protection & Resilience Plan
 - Research and analysis, background, CRVA, GHG inventories
 - Project management
 - Developing sequestration approach
 - Developing adaptation/resiliency approach
 - Developing mitigation approach
 - Drafting plan and implementation framework
 - Additional items not listed to meet your specific approach
- Toolkit for Ongoing Monitoring, Engaging and Reporting
 - System for monitoring, measuring, and evaluating progress compliant with the CDP reporting platform, and other tools
 - Standard operating procedures and templates for completing periodic GHG emissions inventories (municipal & citywide) and for communicating about GHG emissions and reduction strategies
 - Marketing, education, and engagement framework for communicating climate action. (Audiences should include, but not be limited to, residents, businesses, elected officials, and City staff)
 - Template for an annual report that can easily be communicated through a variety of media along with a suggested time frame for periodic evaluations of activities and impacts
- Financial & Resource Analysis
 - Analysis of the labor and financial resources required by the city government to develop, implement, monitor, and evaluate plan programs and projects
 - Review of opportunities for government, private and/or outside funding for climate actions

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.

1.

Attach your pricing proposal with the cost breakout as shown above.

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 Business/Firm 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. Were you happy with the cost of your services?

6. Are you still using this Business/Firm for these services?

7. Do you plan to continue this relationship?

8. Additional Comments:

Name of Client Contact (Print)

Signature and Date

Scope of Services Question Set:

1. Have you read and do you understand Section Scope of Services? If there are any sections that you do not understand, please indicate below.

2. If you will have any problems complying with Section Scope of Service, please detail your concerns/issues below, indicate the section number in your response and detail your concerns/issues.

Scope of Services

Climate Protection and Resiliency Plan

1. BACKGROUND

Kansas City, Missouri completed its first Climate Protection Plan (CPP) in 2008 using a broad stakeholder driven process. The CPP has guided City policy and the work of the Office of Environmental Quality since its inception. The CPP had a goal of reducing greenhouse gas (GHG) emissions from City government operations by 30% below year 2000 levels by the year 2020 and reducing community-wide emissions by 30% below year 2000 levels by 2020. The aspirational goal of this plan was to reduce community-wide greenhouse gas emissions by 80% below year 2000 levels by 2050 and focus Kansas City's long-term outlook on being climate-neutral.

The CPP's original greenhouse gas (GHG) emissions targets are expiring in 2020. And, for municipal operations, the target has been exceeded. Global warming is accelerating, there is an ever-increasing need for and focus on equity and climate justice, and mitigation strategies are no longer enough to protect Kansas City, its citizens, businesses, and institutions against the impending climate crisis.

Understanding the growing urgency, a group of concerned climate action and environmental protection groups came together to work on City Council Resolution #200005, a document that sets the framework for Kansas City's next Climate Plan. Resolution #200005 updates the baseline emissions year to 2005 (to align with the Paris

Climate Agreement), sets new and aggressive municipal and city-wide emissions reduction targets and sets them through a lens of equity and climate justice. Based on Resolution #200005, the City will work to reduce GHG emissions from City municipal operations 70% below 2005 levels by 2025, with a goal of being climate neutral by 2030, including a 100% reduction for emissions related to electricity consumption by 2022. For citywide emissions, the goal will be to reduce GHG emissions 30% below 2005 levels by 2025, with a 50% reduction by 2030, and a goal of being climate neutral by 2040, including a 100% reduction for emissions related to electricity consumption by 2030.

2. PROJECT PURPOSE/STATEMENT OF NEED

The City of Kansas City's Office of Environmental Quality (OEQ) is seeking a qualified consultant or consultant team to assist in the development of a Climate Protection and Resiliency Plan (CPRP) that incorporates greenhouse gas reduction, climate mitigation and adaptation, and carbon sequestration strategies while having a strong focus on equity and community engagement

The consultant (and team) will work with City staff and a diverse group of community stakeholders to develop a comprehensive, innovative, and data driven CPRP based on the requirements of Resolution #200005 that will:

- Build on the foundation created by the 2008 Climate Protection Plan and serve as a mechanism to tie together the climate work happening and developing within and across city departments, regional scale climate initiatives through Climate Action KC, the grassroots work of non-governmental entities, and broader community goals.
- Define the community's climate challenges and identify the challenges and opportunities that will be faced in meeting ambitious climate adaptation and GHG reduction goals.
- Identify strategies, metrics for evaluating progress, and policy opportunities to lower community-wide and municipal greenhouse emissions by engaging and empowering residents, businesses, civic organizations, and institutions to take positive actions that will produce quantifiable results and a carbon neutral city by the year 2040.
- Analyze implementation strategies using an equity toolkit to ensure benefits for all communities in Kansas City and when possible, reversal of past environmental injustices within vulnerable communities.
- Create an ongoing framework for community engagement and involvement in implementing strategies to be set forth in the CPRP.

3. SCOPE OF SERVICES

The consultant(s) will work with City staff, community stakeholders, and subject matter experts to develop a comprehensive, innovative, multisector Climate Protection and Resiliency Plan that is capable of achieving or exceeding the GHG emission reduction

targets within the dates set forth in Resolution #200005. This plan must be visionary, engaging, unique to Kansas City and integrate measures that improve quality of life, build prosperity, and enhance community resilience and climate justice. The plan will incorporate greenhouse gas reduction, climate mitigation and adaptation, and carbon sequestration strategies in the context of the following overarching themes:

- **Social Equity:** The plan should detail impacts on different communities and groups in Kansas City, and how the implementation will incorporate social equity and empowerment considerations.
- **Benefits Framing:** The plan should reinforce the benefits of climate action and focus on how the plan's elements will improve community well-being. The plan should discuss the costs of inaction in addition to discussing the costs of the recommended actions.
- **Regeneration:** The plan should focus on mitigating not only climate impacts, but also, when feasible, the social and economic impacts of past environmental injustices as it relates to promoting an equitable, climate neutral future for Kansas City.
- **Partnerships:** The plan should incorporate actions that partners can take, and how the community can leverage these partnerships to initiate stronger climate action. This should include the Climate Action KC regional Climate Action Plan.
- **Adaptation:** The plan should incorporate resilience and adaptation throughout from the citywide perspective, incorporating sector specific and neighborhood scale strategies when feasible.
- **Business Case:** The plan should be the business case for taking bold actions and encouraging others to do the same.

In addition to the requirements above, the CPRP, GHG Inventories, and any other relevant deliverables must utilize, align with, and/or conform to the following:

- USDN Guide to Equitable, Community-driven Climate Preparedness Planning
- CDP Cities, ICLEI – Local Governments for Sustainability, and Global Covenant of Mayors requirements
- CNCA Deep Carbon Emissions Reductions Plan Outline
- KC Parks Sustainability Plan
- Kansas City, Missouri: Urban Forest Master Plan
- KC Water's Smart Sewer Federal Consent Decree
- The KC Spirit Playbook update (Comprehensive Plan)
- Climate Action KC Regional Climate Risk & Vulnerability Assessment (CRVA) and Climate Action Playbook
- State and federal regulations and relevant City ordinances and resolutions
- Consultant is encouraged to suggest other relevant sources from its own experience describing how each is appropriate and beneficial to development of the Kansas City CPRP

Resources Provided by the City:

The City will provide the following resources to the consultant to facilitate the CPRP and relevant deliverables.

- A project manager – City Sustainability Manager
- Access to the Chief Environmental Officer and OEQ staff assistance as necessary
- An internal, cross-departmental team of City Employees
- Access to the Climate Protection Steering Committee (CPSC) – a committee appointed by the Mayor that includes representation from businesses, non-profits, neighborhoods, and utility companies
- Copies of all existing GHG inventories (2000, 2005, 2013, and 2017), both citywide and municipal and previous GHG inventory update reports
- Access to all applicable City records necessary for plan completion
- Assistance with facilitation of community meetings
- Assistance and coordination with City Communications regarding news releases, media alerts, web site edits, posts on City social media platforms, etc.

Desired Planning Components

The selected consultant (or team) will be responsible for assisting with: internal staff coordination; stakeholder committee coordination; public outreach (both broadly and at the neighborhood scale); project planning; maintaining timelines in the best interest of the final plan; and compilation of interim and final reports to be provided to the City Council. All efforts should be made to coordinate with and incorporate the work of Climate Action KC's Regional Climate Action Plan.

An Outreach Plan should be developed with input from City staff and interested stakeholders. This plan will be a “working document” and should include at minimum:

- The timeline and framework for outreach, education, and engagement.
- Identification of standard outreach methods to be used for the CPRP including creative and non-traditional outreach efforts.
- How relevant statistics on engagement will be tracked and measured.
- Description of the process(es) that will be used to ensure equity is a focus.
- Strategies to engage “hard to reach” and underrepresented persons in the community, to bridge “digital divide” barriers to engagement, and to overcome language barriers.
- Strategies for follow up outreach during the implementation phase of the plan.

The planning process should occur in tandem with other deliverables as much as possible. The process will include, but not be limited to, committee and/or workgroup organization, committee and/or workgroup deliberation, public engagement, staff outreach, public outreach, draft plan development, and presentation to the City Council.

The planning and outreach process must be completed in a transparent and equitable manner and should make every effort to include all interested parties.

Consultant(s) will be required to facilitate an environmental equity briefing at the beginning of each meeting that frames the process from an equity perspective.

The City envisions a planning process that establishes work groups addressing multiple sectors and interests that could include: building energy efficiency and energy use - residential, commercial, institutional, and industrial; transportation; natural resources; water; waste reduction; climate preparedness and resilience; and carbon sequestration. The consultant should ensure that diverse voices are offered a seat at the table during the planning process and should include:

- Community/Neighborhoods

Consultant should assist the City in convening and leading relevant community and neighborhood leaders to participate in the development of the desired plan and community outreach. This group should include relevant neighborhood associations, neighborhood empowerment and assistance groups (such as the Center for Neighborhoods at the University of Missouri, Kansas City, Northland Neighborhoods, Inc., and the Southtown Council) and include key neighborhood influencers and advocates. This group will also assist with identifying environmental justice issues.

- Stakeholder/Technical Advisors

Consultant will assist with identifying major stakeholders and technical advisors based on experience in other cities, outreach already completed by the City, and stakeholders/technical advisors involved in the initial CPP and Climate Action KC. The Consultant should assist the City in connecting with technical advisors and stakeholders that have subject area expertise in each of the following sectors: residential energy, commercial energy, industrial energy, transportation, natural resources, and waste. This group should provide visionary leadership, business trends, and best practices, and technical guidance to producing the desired plan.

- City Staff Working Group and Interviews

Consultant should interview City staff at the beginning of the process to familiarize themselves with existing programs and efforts for climate action. The internal working group will be made up of representation from relevant City departments and will meet for the duration of the project to provide data, context, and feasibility for strategies explored.

The consultant may suggest how to best organize and convene committees or work groups to create an equitable CPRP based on their experiences from other engagement processes. Group activities will be reported to OEQ and oversight will be provided by the CPSC. Throughout the plan development process, the Consultant shall identify best practices for resident and stakeholder engagement, and education. The Consultant will organize the outreach and engagement efforts at various points in the process.

Engagement and Outreach Activities

Throughout the CPRP project, the Consultant will play an active role in stakeholder engagement including preparation for and attendance at meetings to share progress on the project, gathering input from the committee/stakeholders, and answering questions as needed. The proposal should include costs for several different outreach scenarios based on past experiences with other climate plans. At minimum, the outreach scenarios should include creation of the Outreach Plan, facilitation of and participation in stakeholder and community meetings, a series of Community Climate Workshops, preparation of materials for two (2) City Council sessions (presentation of draft and final plan), and additional general support and guidance on the stakeholder engagement process.

Community Climate Workshops

The City envisions a series of workshops to educate and engage residents on climate change, how it effects Kansas City, how their communities have been impacted in the past, and how to help reduce those impacts in the future. This will be the primary method of general community input into the plan content, prior to the public comment period.

Responsibility for workshop facilitation will be shared between consultants, City staff, and community partners. These workshops will be designed by the consultant in conjunction with City staff to achieve desired engagement and data goals. The workshops will be designed so that the community input and data solicited in these workshops will be utilized directly in the plan development process. The workshops may be conducted and facilitated by the Consultant, City staff, and external partner organizations. It is expected that each of these workshops will be held at least once in each of the following areas: the Northland (Council Districts 1 & 2), Downtown/Midtown (roughly Council Districts 3 & 4), and the Eastside/Southland (roughly Council Districts 5 & 6).

Workshop Series Themes:

- Climate Change in Kansas City and its disparate impacts on vulnerable communities
- Community Assets and Vulnerabilities
- Actions and Priorities

Stakeholders will be asked for their ideas and preferences as part of the engagement process prior to and during plan development. The process should solicit input into the development of proposed scenarios, and to vet the draft goals and strategies developed, including identifying community assets, education approaches and strategies to motivate stakeholders to take action and to implement behavior change related to climate change.

Education and community input will be prioritized in the engagement process, with an acknowledgment that the public might have a low level of information about climate change and that accessible terms and language must be used.

An outreach strategy using storytelling is encouraged to engage the community. It is critical to tie the success of the CPRP to community involvement, the individual and

community benefits of climate action and the impacts of non-action, and to demonstrate that individual actions can make a difference.

Multiple channels of outreach, recognizing the digital divide, will be used to accommodate diverse communication styles (webinars, online platforms, social media, in-person meetings, newspaper ads, etc.). Communications can be in multiple languages when necessary.

Engagement and Outreach During Unexpected Crisis

It is crucial that the CPRP is completed in an equitable fashion and that diverse groups have a voice in the process. As such, the Consultant should include separate approaches for periods during the Covid-19 pandemic and for periods post pandemic. These approaches should, at a minimum, include:

- Separate price breakdowns for work during and post pandemic based on the different outreach tools, travel scenarios, and meeting costs.
- Contingency plans to address similar crisis situations arising during the planning or implementation process.
- Strategies to engage “hard to reach” and underrepresented persons in the community, to bridge “digital divide” barriers to engagement, and to overcome language barriers.
- Specific strategies and tactics to meet people “where they are”, to reach people who typically do not participate in public engagement opportunities, and to address other barriers to participation.

4. DELIVERABLES

The consultant(s) shall provide the following deliverables to the City along with any templates, presentations, and meeting notes developed as part of the planning and outreach process. The plan and other relevant deliverables shall address all relevant sectors identified through the workgroup process and may include: residential energy, commercial energy, institutional energy, industrial energy, transportation, natural resources, water, waste, and carbon sequestration.

Item 1: Current Citywide and Municipal Operations GHG Emissions Inventory and Forecasts

The consultant will support the City to develop updated municipal operations GHG emissions inventory, citywide GHG emission inventory and a forecast through year 2050 utilizing the most recently available data (preferably 2019 depending on availability). This update will result in at least a business-as-usual (BAU) scenario that will be used as the baseline for measuring the effectiveness of the CPRP at achieving the City’s targets. Additional forecast scenarios will be considered if it is determined that there are key unknowns that have a significant impact on the community’s capacity to reach its targets. The forecast process should be informed by several data sources:

- a) Past GHG inventories utilizing data starting in 2005 as the effective baseline year.

- b) Current GHG emissions and historical trends from the City.
- c) Forecasting approaches used by peer communities and Climate Action KC.
- d) The current and projected performance of existing programs (e.g. Renewable Direct).
- e) Forecasted changes in demographics and from other models (e.g. population, employment, transportation, etc.).
- f) External factors (e.g. State policies, current utility resources mix).

Municipal Operations GHG Inventory: When feasible the municipal operations GHG inventory should be broken down by department and/or specific municipal operations to allow for targeted planning and implementation. Department/operation specific strategies and targets should be identified in the forecast and reduction strategies.

GHG Forecast: This task will be a spreadsheet containing an updated, year-by-year, forecast for GHG emissions through 2050 with associated graphs and charts to make the data, by year and by sector, easily understandable to City officials and the public. This forecast will include citations documenting the source and approach for forecasting emissions in each segment of the inventory. The final work product will be reviewed by City staff involved in the CPRP process and the CPSC.

Item 2: Climate Protection & Resilience Plan

Develop a set of climate action strategies for achieving reduction goals, expected to include policies, programs, measures, projects, infrastructure, and community actions and provide the City with a long-term vision and transformative goals. The plan should include mitigating emissions, carbon sequestration options, as well as adapting to current and future climate change impacts such as increased temperatures and precipitation. The consultant should include the following when evaluating city-wide strategies:

- a) Identify near-term actions that can be achieved or in place by 2025 with measurable indicators.
- b) Identify mid-term and long-term actions to meet additional timelines set forth in Resolution #200005.
- c) Quantify each proposed measure's potential emission reduction.
- d) Quantify each proposed measure's cost and benefits (including first-cost, ongoing/annual costs/savings, and range of benefits).
- e) Screen suggested strategies in the KCMO Community Health Improvement Plan (CHIP) for applicability
- f) Conduct an equity analysis for proposed strategies that are known to effect vulnerable populations.
- g) Estimate feasibility (technical and financial) of strategies and possible funding sources.
- h) Estimate timeline of implementation for each measure.
- i) Identify associated co-benefits of each measure.
- j) Identify responsible City departments, community groups, stakeholder organizations, etc.
- k) Identify how collective actions positively impact all populations and move the city toward greater social equality.

- l) Identify policy opportunities at the state, regional, and federal levels not controlled directly by the City that may help reduce emissions sources.

The consultant should use current industry best practices and identify innovative technologies/ processes that could be applicable to the plan, including market-based instruments (e.g. carbon pricing); education and communication actions; alterations to institutional structures; and changes to infrastructure.

A wedge analysis will be applied to understand the contribution of individual strategies toward the overall GHG reduction targets. This type of evaluation creates an effective visualization that includes current emissions, future growth in emissions, and the relative and cumulative impacts of individual strategies.

The set of potential strategies will be combined to generate various scenarios for the emissions trajectory through 2050. The first scenario will be a baseline; additional scenarios will be defined by the outreach process and may include themes such as a sector focus (residential/commercial), energy supply focus, transportation focus, interim target achievement focus, emerging technology focus, sequencing, and/or aggressive vs. conservative implementation to explore a variety of approaches for achieving targets. The final list of scenarios will be driven by the list of strategies selected but is anticipated to include 4-6 total scenarios.

Item 3: Climate Resiliency and Vulnerability Assessment (CRVA)

Using the regional CRVA, developed by MARC for Climate Action KC, as a basis, provide an assessment of the risks that Kansas City is likely to face as the impacts of climate change become more severe. Risks should include, but should not necessarily be limited to, increased heat impacts, increased precipitation and resultant flood events, climate migration, air quality, drought, and disease. This assessment should be written to ensure that all populations benefit from the proposed implementation measures and include the following:

- a) Provide a community vulnerability analysis to each risk with consideration of the demographics and land uses in Kansas City.
- b) Identify and assess current climate adaptation programs and their efficiency against climate change in Kansas City.
- c) Develop measures to prepare for and adapt to the impacts of the identified risks. These measures should include infrastructure and community-based programming.
- d) Creation of spatial data layers and maps for risks and implementation measures to visually educate the public on their climate vulnerabilities.

Item 4: Toolkit for Ongoing Monitoring, Engaging and Reporting

- a) Develop a system for monitoring, measuring, and evaluating progress compliant with the CDP reporting platform, and other tools.
- b) Develop standard operating procedures and templates for completing periodic GHG emissions inventories (Municipal & Community-wide).
- c) Develop standard operating procedures for communicating about GHG emissions and reduction strategies.

- d) Include a marketing, education, and engagement framework for communicating climate action. Audiences should include, but not be limited to, residents, businesses, elected officials, and City staff.
- e) Develop a template for an annual report that can easily be communicated through a variety of media along with a suggested time frame for periodic evaluations of activities and impacts.

Item 5: Financial and Resources Analysis

- a) Provide an analysis of the labor and financial resources required by the city government to develop, implement, monitor, and evaluate plan programs and projects.
- b) Provide a review of opportunities for government, private and/or outside funding for climate actions.