



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

**REQUEST FOR PROPOSAL 20069
LOBBYING SERVICES FOR INDEPENDENCE POWER & LIGHT**

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm STRATEGIC CAPITOL CONSULTING LLC Phone Number (314) 712-8646
(Please print or type)

Address 16141 Swingley Ridge Rd., Suite 110 City Chesterfield State MO Zip 63017

Name of Authorized Agent Thomas Robbins Email tr@thomasrobbinslaw.com

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is www.publicpurchase.com. Using RFP forms, addenda, and information not obtained from www.publicpurchase.com creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at www.publicpurchase.com by deadline in the RFP schedule.

Proposals shall be submitted online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

Thursday, August 27, 2020

Independence Missouri
Procurement Division
111 East Maple
P.O. Box 1019
Independence, Missouri 64051-0519

Cc: Independence Missouri City Council
Office of City Council
111 East Maple
Independence, Missouri 64051-0519

Re: Request for Proposal 20069, Lobbying Services for Independence Power & Light

To Whom It May Concern:

This purpose of this letter is to state the intent of Strategic Capitol Consulting, LLC (SCC) to submit a response to the City of Independence Missouri's Request for Proposal for Lobbying Services for Independence Power & Light (IPL).

In addition, SCC acknowledges acceptance of the RFP evaluation criteria, process and instructions of the RFP. Thomas Robbins is the main point of contact for SCC. He can be contacted by calling his cell phone at 573-645-5912 or by sending an email to tr@thomasrobbinslaw.com.

SCC is a fully-integrated, bipartisan public affairs firm specializing in state and local government relations and business development advisory services. Founded in 2012 by former Speaker of the House Steven Tilley, he and his partner, Tom Robbins, have cultivated one of the top lobbying firms in Missouri. SCC's key policy issues include public-private partnerships, health care, technology, energy, insurance, education, highly regulated industries, tax credits and not-for-profits. Notable SCC successes include securing funding for nurses attending to special needs children, workforce development programs for non-profits such as Mission: St. Louis, protecting Missouri's franchise law and free market values for local dealers like Tesla, Inc., securing millions for the restoration of the Harry S. Truman Presidential Library and Museum and defeating cable franchise fee legislation that saved local municipalities millions of dollars in lost revenue. SCC maintains offices in Jefferson City, Chesterfield and Perryville, Missouri.

Independence Power & Light can expect to work with and be represented by the following SCC partners and principals:

Strategic Capitol Consulting Team

Steven Tilley, Founding Partner and Lobbyist

Steven Tilley was elected to the Missouri House of Representatives in 2004. Before serving as Speaker, he was Majority Floor Leader. Steven left public office in 2012 and founded government affairs and business consulting firm Strategic Capitol Consulting, LLC. Steve is principally responsible for developing strategy and lobbying Senate and House leadership and the Executive Branch.

Tom Robbins, Partner and Lobbyist

A Jefferson City, Missouri native, Tom Robbins is a partner at SCC. He joined the firm in 2015. After graduating from University of Missouri School of Law, Tom moved to New York City where he worked in public relations for an international law firm. In 2007, Tom returned to his roots and started practicing law, later becoming general counsel in the Missouri state Treasurer's Office. In 2009, he started Robbins Law Firm where he practiced until 2012. Tom's focus is highly regulated industries, energy, insurance, technology, and government clients. Tom also advises clients on campaign finance, tort reform, business development and procurement. Tom is responsible for implementing Steven's strategy and managing the daily lobbying activities.

Cassie Grewing, Legislative Monitoring Director

SCC subcontracts Cassie Grewing to direct the firm's legislative monitoring efforts. After graduating with a bachelor's degree in political science, Cassie worked in the Attorney General's Office as a paralegal investigator. In 2014, she launched her own consulting and legislative monitoring firm. Cassie is an expert in the legislative process and is responsible for monitoring all legislation impacting clients, providing timely communications and weekly reports. Cassie joined SCC in 2018.

Brittany Robbins, Communications Strategist and Lobbyist

Brittany Robbins is an award-winning public relations and communications strategist. She has more than a decade of experience in the public and private sectors with a focus on civic engagement, government, corporate communications, issue event planning, philanthropic related marketing and social media. She specializes in helping organizations and institutions integrate earned and owned media, best practices in their day-to-day operations through strategic planning of internal and public relations campaigns. Brittany has extensive public service experience and, as such, her lobbying focus is handling political subdivision and government clients. Brittany is a volunteer for Missouri Alliance for Animal Legislation and Mission: St. Louis. She is a member of PRSA, NAPW, CREW – St. Louis and the Webster University Alumni Association.

Christopher White, General Counsel

Chris White is general counsel at SCC. He is a Missouri-licensed attorney and assists SCC in business transactions, public policy law and campaign finance law. Chris will evaluate the constitutionality of bills and advise on how Missouri's Appellate and Supreme Courts may decide. Previously, Chris clerked for the Honorable William "Ray" Price, then-Chief Justice of

the Missouri Supreme Court and Hon. John Torrence, Division 14, 16th Judicial Circuit Court of Jackson County, Missouri.

Below is information highlighting successful results on similar projects, project experience and references.

County of Cole

SCC provided the following services:

SCC worked to develop an understanding of the Cole County Commission;

Maintained communications with client by phone, text, email and weekly reports;

Monitored and reviewed all filed legislation. Attended and monitored committee hearings;

Monitored both House and Senate Chambers;

Advocated legislative, public policy and appropriation needs on behalf of client;

Established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client;

Attended and provided presentations at commission hearings; and

Completed all additional requests submitted by client.

Independence Power & Light

SCC provided the following services:

Developed an understanding of client needs;

Maintained communications with client by phone, text, email and weekly reports;

Monitored and reviewed all filed legislation;

Attended and monitored committee hearings and monitored both House and Senate Chambers;

Advocated legislative, public policy and appropriation needs on behalf of client;

Established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client; and

Completed all additional requests submitted by client.

Overview

Cable Franchise Fee Legislation

SCC successfully participated in killing proposed cable franchise fee legislation. An amendment eliminating the fee was added to Senate Bill 1700 on Thursday, May 14. The City of Independence was facing a loss in revenue of over \$1 million that would have resulted in and at least 10 full-time police officers, firefighters and first responders full-time positions being eliminated if this legislation passed.

SCC was able to help kill this legislation by working with the Missouri Municipal League and members of the Senate. For example, senators such as Senator John Rizzo, Senator Jill Schupp, Senator Scott Sifton, Senator Jamilah Nasheed and Senator Brian Williams were provided talking points on how eliminating the franchise fee would directly impact the municipalities in their districts and the importance of the revenue generated from the fee.

Urban Broadband Expansion

SCC worked with the Missouri Department of Economic Development in collaboration with IPL to identify options for broadband expansion. It was decided that IPL should explore the City of Springfield's private partnership plan. SCC will continue to guide IPL through this process. It is SCC's understanding that the Parson Administration will be reviewing the served vs. unserved map to identify underserved spots in urban areas currently categorized as served.

Grain Belt Expressway Legislation

SCC monitored Grain Belt Expressway legislation during the 2020 legislative session. Most provisions related to the Grain Belt project would essentially block Grain Belt Express developers from using

eminent domain to secure property along its planned route. The long-distance, high-voltage transmission line would move up to 4,000 megawatts of wind power from central Kansas across Missouri and Illinois.

As session came to a close and eminent domain language not moving much prior to the Covid-19 related break, an amendment was added to a bill drafted to change the ways gas companies deal with government-mandated infrastructure surcharges. The amendment prevented Grain Belt's developer from employing eminent domain along desired route. Grain Belt legislation became tied up with cable franchise fee and wayfair legislation this year and was unable to pass.

Utility Legislation

SCC tracked and reported to IPL updates on any legislation directly impacting utility companies.

Small Cell Pole Attachment Fees

In previous years, SCC was able negotiate small cell pole attachment fees for IPL. Small cells supplement traditional antennas on cellular towers and are designed to improve the speed and reliability of data connectivity to cell phones and mobile devices. Small cells can be deployed on monopoles, utility and streetlight poles and even on buildings. This is an emerging technology that is intended to build capacity for the rapidly expanding market demand for high-speed wireless services.

SCC's negotiations on behalf of IPL resulted in the fees being raised to some of the highest in the country - \$150.00 per pole.

City of Arnold

SCC provided the following services:

Developed an understanding of client needs;

Maintained communications with client by phone, text, email and weekly reports;

Monitored and reviewed all filed legislation;

Attended and monitored committee hearings and monitored both House and Senate Chambers;

Advocated legislative, public policy and appropriation needs on behalf of client;

Established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client; and

Completed all additional requests submitted by client.

Overview

SCC diligently almost 2,000 pieces of legislation filed by the general assembly the last two sessions session to identify all bills that could potentially affect the City of Arnold. We maintained communication on pertinent information in order to successfully defeat bills like HB 1062 that would have modified provisions for eminent domain for utility purposes. If passed this would have affected the municipality's ability to use eminent domain to acquire recreational properties.

Truman Public Library

SCC provided the following services:

Developed an understanding of client needs;

Maintained communications with client by phone, text, email and weekly reports;

Monitored and reviewed all filed legislation;

Attended and monitored committee hearings and monitored both House and Senate Chambers;

Advocated legislative, public policy and appropriation needs on behalf of client;

Established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client;

Completed all additional requests submitted by client.

Overview

SCC successfully increased appropriations the first year of representation by \$3 million.

Thank you for the opportunity and consideration. On behalf of SCC, we look forward to future correspondence and continued collaboration.

Sincerely,

Thomas Robbins
Strategic Capitol Consulting

Section 2 - Scope of Services

Below is an outline and description(s) of SCC's understanding of the scope of services listed in the RFP and SCC's deliverables.

SCC will provide government relations and lobbying services before the General Assembly for Independence Power & Light (IPL) for key public policy areas such as: economic development, environmental quality, highways and streets, planning and land use, public safety, public transportation, storm water, tax policies, telecommunications, water and sewer and other IPL priorities. This includes working with IPL, the Mayor, City Council and key staff on developing and implementing legislative agendas surrounding the areas listed above and appropriations.

In addition to tracking and providing lobbying services for the public policy areas listed above, SCC will act as a liaison between the legislative branch, specifically the City's delegation, Mayor and key staff members when appropriate.

SCC will be responsible for reviewing executive proposals, legislation, proposed and adopted administrative rules and other developments pertaining to public policy at the state level impacting IPL. SCC will identify opportunities for key members of the IPL team to provide oral and written testimony about protecting and enhancing core revenues and key public policy areas.

SCC's services will include briefing memos, talking points and assistance with preparing for meetings, conference calls, presentations and attending City Council meetings. Additionally, SCC will provide status updates including weekly reports, monthly briefings and status reports on progress, new opportunities, areas of concern and other pertinent matters.

Strategic Capitol Consulting's Proposed Methods and Approach

SCC will execute its professional services as described herein, and as IPL directs. These services include developing an understanding of IPL's mission, goals and services, advocacy, government relations, execution and relationship development, recommendations on appropriations, legislation, negotiations with state agencies, written and oral reports. In addition to furthering IPL requests and in response to its Request for Proposal, SCC will provide the following services:

(1) Strategic Planning

1. SCC will participate in a discovery process to develop a better understanding of IPL'S advocacy, legislative and general economic development needs and efforts to establish possible state-level opportunities for public policies.
2. SCC will work with IPL, the Mayor, City Council members, and key staff members to develop overall objectives, goals, legislative packages and strategy for achieving these goals and objectives. This includes researching legislative and budget opportunities, and state programs that align with IPL's interest and goals.

3. SCC will present suggestions to IPL, the Mayor, City Council members, and key staff members regarding advocacy, legislative, appropriation, public policy and relationship goals for the remaining calendar year and the upcoming 2021 legislative session.
4. SCC will incorporate any feedback or direction into a strategic plan involving key stakeholders and the appropriate elected officials, civic leaders and decision makers. The strategic plan will include:
 - a. Memorandum of overall objectives and goals
 - b. Advocacy and government relations plan
 - c. Appropriations proposal plan
 - d. Relationship and key stakeholder management plan
 - e. Additional public policy and increased advocacy capacity plan
5. In addition to the strategic plan, SCC will manage and coordinate IPL's efforts to develop industry-wide consensus positions and unified action on legislative and regulatory issues of interest.
6. SCC will maintain key relationships IPL has established and work to forge and develop new relationships with critical stakeholders and likeminded public policy entities for collaboration opportunities and increased advocacy capacity. SCC will leverage these relationships to provide IPL with a unique opportunity for intimate discussion with those individuals on important topics.

(2) Government Relations

1. SCC will introduce IPL, the Mayor, City Council members, and key staff members to key legislators, committee chairs and leadership members.
2. SCC will assist in developing proposals for appropriations and fiscal issues and inform and lobby members of the general assembly of any appropriation requests.
3. SCC will support IPL's efforts in identifying and securing additional funding sources and tax initiatives at the state level.
4. SCC will research, monitor and provide weekly reports on all legislation and government affairs impacting IPL. This will include recommendations on how to proceed in order to obtain successful outcomes and achieve IPL's goals.
5. SCC will develop and present written and oral public testimony to appropriate legislative committees and other executive departments on issues that concern IPL's interests and goals.

6. SCC will provide IPL opportunities to engage with members of the Missouri General Assembly in order to effectively communicate IPL's agendas and goals.
7. SCC will identify opportunities for IPL to engage appropriate state agencies on key areas of interest.
8. SCC will work to promote IPL's mission and key areas of interest to state agencies for potential organic options of collaboration, appropriations and grant funding.

(3) Reports

1. SCC will promptly answer and complete IPL requests.
2. During the legislative session, SCC will provide weekly legislative and government affairs reports that include updates on general happenings of the legislative and executive branch, key pieces of legislation, including appropriations.
3. SCC will provide and/or host conference calls with the IPL, the Mayor, City Council members, and key staff members that includes updates on general happenings of the legislative and executive branch, key pieces of legislation, including appropriations.
4. SCC will deliver a report to IPL summarizing the 2021 legislative session during the General Assembly's Spring Break and on its conclusion in May 2021.
5. IPL will annually review SCC's performance and the terms of the management agreement.
6. SCC will maintain registration, maintain all records, and file all reports, as required pursuant to all applicable laws.

SCC's Approach to the Project with Specific References to the Services Requested

SCC's process and work will follow the normal course or service for legislative process.

The beginning of our work will focus on continuing its understanding of IPL, identifying its goals and legislative needs, and possible new areas of interest.

On December 1 of each calendar year, SCC will begin reading bills that are filed. Each bill that affects or may affect IPL will be identified on our weekly reports.

Once legislative session begins, SCC will track those bills, notify IPL of any opportunities to testify or provide written input. SCC will collaborate with IPL on talking points and messaging. Where applicable, SCC will testify for IPL unless an IPL representative is available to appear.

In addition to testimony, SCC will whip committee members starting with committee chairs. SCC will whip votes and follow a similar path if and when a piece of legislation reaches the floor of either chamber.

SCC will engage the Executive Branch and schedule regular meetings as needed with appropriate state agencies to further IPL's legislative and public policy agenda.

SCC's Transition Plan

SCC will continue its work with IPL. It will meet with the Mayor, City Council members, and key staff members to continue the planning process for 2021 and how to address any outstanding issues. SCC's process and work will follow the normal course or service for a legislative process that is described throughout this submission.

SCC's Performance Measures

SCC tracks and measures its success and influence by its ability to achieve its client's goals, interests, reputation and power base.

SCC will work with IPL to establish an agenda, overall objectives and goals. IPL will assist SCC in such matters as providing background and other information necessary to develop strategy to advance IPL's agenda. Some matters may require IPL's full approval.

Section 3 - Pricing and Proposed Contract

Contractor shall provide a not-to-exceed annual fee for the services described herein. Any increases for subsequent renewal periods must be reflected in the cost proposal. The contractor must receive approval from the project manager prior to performing any services outside of the Scope of Services in order to receive payment for the services.

SCC proposes the following pricing and retainer structure:

Year 1

Annual Fixed Cost: \$120,000.00 per year

Invoices will be sent on a monthly basis in the amount of \$10,000.00 starting on November 1, 2020.

AFFIDAVIT

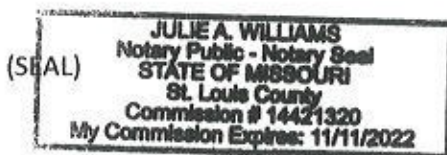
STATE OF Missouri)
)
 COUNTY OF St. Louis) SS.
Thomas Robbins of the City of University City
 , County of St. Louis , State of Missouri ,

being duly sworn on her or his oath, deposes and says:

1. That I am the Owner (Title of Affiant) of Strategic Capital Consulting (Name of Proposer) and have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

Thomas Robbins (Name of Proposer)
 By: [Signature] (Signature of Affiant)
Owner (Title of Affiant)

Subscribed and sworn to before me this 26th day of August, 2020.



NOTARY PUBLIC in and for the County of St. Louis
 State of Missouri

My commission expires: 11-11-2020

CONTRACT FOR PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called "City") and, **Strategic Capital Consulting, LLC**, a Missouri Limited Liability Corporation (hereinafter called "Consultant").

WITNESSETH:

WHEREAS, City requires Lobbying Services for Independence Power & Light and,
WHEREAS, Consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;

NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE The effective date of this contract shall be **November 1, 2020**.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE The services shall be for one year with the possibility of two (2) one-year renewal options. Consultant agrees to charge no more than \$120,000 (one-hundred twenty thousands) for any one-year renewal option offered by City.

ARTICLE 4 – COMPENSATION For services performed, the City shall pay the consultant, an amount not to exceed \$120,000 /year.

a. Regular (e.g. monthly) invoices shall be submitted by consultant to City for payment of services performed and expenses incurred during the preceding month.

b. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

c. The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice.

d. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

e. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

ARTICLE 5 – PERMITS AND LICENSES Consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt

under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use.

Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9– LIABILITY AND INDEMNIFICATION Having considered the potential liabilities that may exist during the performance of this contract and consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

ARTICLE 10 – INSURANCE Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on

the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

Professional Liability: Service Provider shall maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement should such policy be written on a Claims Made basis, Professional Liability Insurance.

Limits –

Each Claim:	\$1,000,000
General Aggregate:	\$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits –

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits –

Each Accident;	
Bodily Injury and Property Damage combined:	\$500,000

Worker's Compensation: The City shall not or provide obtain worker's compensation insurance on behalf of the Service Provider or the employees of the Service Provider. The Service Provider shall comply with the worker's compensation law concerning its business and, the City requires the proposer to have Statutory Workers' Compensation if the Service Provider has any employees.

The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement. Regardless of any

minimum number of employees to trigger statutory responsibility, the City requires evidence of Workers' Compensation insurance should the Service Provider have any employees.

Employer's Liability (Provision under the WC program):

Limits -

Bodily Injury by Accident:	\$100,000	Each Accident
Bodily Injury by Disease:	\$500,000	Policy Limit
Bodily Injury by Disease:	\$100,000	Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Service Provider agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Service Provider or its subcontractors. Comply: X Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS By signing its proposal, respondent acknowledges that it has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other

labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation. This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 14 - WAIVER A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in

the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18- THIRD PARTY RIGHTS Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19- INDEPENDENT CONSULTANTS Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20- AUDIT Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY During the performance of this contract or purchase order, the consultant agrees as follows: The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin. The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the consultant's noncompliance with the non-discrimination clauses of

this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – GOVERNING LAW This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 23 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:
City Manager Zachary Walker or designee.

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 24 – SEPARATE CONTRACTS

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 25 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall

constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.


ARTICLE 26 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 25 – Entire Contract; and this Article 26 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

Consultant

By: _____ By:  _____

Title: _____

Date: _____ Date: 8.26.20 _____