



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

**REQUEST FOR PROPOSAL #22021  
RECRUITMENT SERVICES**

***ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL***

Proposing Firm M&B Search Group LLC Phone Number 913-634-3610  
(Please print or type)

Address 8000 Ensley Lane City Leawood State KS Zip 66206

Name of Authorized Agent Beth Aebersold/Michelle Decker Email [beth.aebersold@mbsearchgroup.com](mailto:beth.aebersold@mbsearchgroup.com) /  
[michelle.decker@mbsearchgroup.com](mailto:michelle.decker@mbsearchgroup.com)

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is [www.publicpurchase.com](http://www.publicpurchase.com). Using RFP forms, addenda, and information not obtained from [www.publicpurchase.com](http://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](http://www.publicpurchase.com) by deadline in the RFP schedule.

Proposals shall be submitted online via [www.publicpurchase.com](http://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.

**Recruitment Services  
Request for Proposal #22021**

**Proposed RFP Schedule**

These dates and times are subject to change:

Issue RFP	February 28, 2022
Deadline for questions	March 2, 2022, 5:00 p.m. local time
Proposals due	March 4, 2022, 5:00 p.m. local time
Evaluation	March 7 – 11, 2022

**Structure of the RFP**

For the convenience of the proposer, this RFP is structured as follows:

Section 1 – Intent  
Section 2 – Scope of Services  
Section 3 – Content of Proposals  
Section 4 – Fee Proposal  
Section 5 – Evaluation Criteria  
Section 6 – Proposal Deliverables  
Section 7 – Evaluation Process  
Section 8 – Right of Protest  
Section 9 – RFP Terms and Conditions  
Attachment 1 – Insurance Requirements  
Attachment 2 – Appendix A-Fee Proposal  
Attachment 3 – Affidavit of Non-Conflict of Interest and Non-Collusion  
Attachment 4 –Contract for Professional Services

**Recruitment Services  
Request for Proposal #22021**

**1. INTENT**

The City is seeking qualified and experienced professional search firms to provide recruitment services. The intent of this RFP is to partner with one or more firms to provide high quality service, delivering highly qualified candidates for the City to consider at a competitive cost per recruitment. The immediate need is to recruit four (4) positions within the Finance & Administration Department. The four (4) positions needing to be filled are a Finance Operations Manager; Accounting Manager; Special Projects/Applications Specialist and Procurement Specialist. The firm(s) hired may be requested to assist with other hires. The desired Consultant will be objective and rationale in their process to conduct the recruitment.

**2. SCOPE OF SERVICES**

Desired recruitment services include but are not limited to:

- Meet with the City and appropriate stakeholders to obtain information regarding expectations, challenges, requirements and responsibilities of the position
- Develop a position profile and advertising plan based on previous successes with similar clients and positions.
- Spearhead a direct networking campaign to attract top talent, executing the advertising plan. This may include regional, in-state and local elements as determined during initial meetings with the City
- Contact known potential candidates to encourage application
- Outreach to others in similar classifications for either application or referral of potential applicants
- Accept all applications
- Review and rate applicants
- Screen applicants, including face to face or video conference with viable candidates. Screening to include background, criminal and credit checks, references, and media checks to ensure finalists have backgrounds of the highest integrity. (Background, Criminal and credit checks will be done by the City once an offer is extended)
- Deliver a list of the top candidates to be interviewed for each recruitment
- Coordinate and schedule candidate interviews with City personnel
- Manage recruitment through the process

The City may propose additional tasks as deemed necessary. Any additional services shall be compensated as agreed upon in the resulting contract with the City.

**3. CONTENT OF PROPOSALS**

Proposals should include a brief history and introduction of the company or firm. All proposals should include names and references from other municipal organizations for which comparable services have been rendered. The following elements should be addressed in the submittal in sufficient detail to allow the review committee to determine the reasonableness of the planned approach and cost:

- A cover letter/statement of interest indicating the Consultant's interest in the project.
- A brief overview and history of the company
- Experience with similar types of projects
- Qualifications and resumes of key team members, both in-house and subconsultants. Identify the project lead and that person's availability to start work on the project and to complete the work without interruption from other projects, commitments, or schedule
- Recruitment Methodology  
The submission should set forth a work plan, including an explanation of the methodology to be followed for services
- An explanation of any specifications in this proposal believed to limit competition, if any.
- References
  - o Please provide at least three (3) references from prior engagements of similar size and scope of the services being requested by the City. Reference checks will be conducted for each finalist.

o Please list the most significant engagements performed in the last three (3) years that are similar to the engagement listed in this RFP. References for information technology and/or similar professional recruitments are desirable.

#### **4. FEE PROPOSAL**

Proposers must submit a fixed-cost proposal in the format prescribed in Appendix A. The proposed fee shall include all costs and expenses for providing the services and equipment as described in this RFP. The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract. Responders may either include all expected travel costs as part of their overall “not to exceed” cost for the work to be performed under this RFP or they must provide their best estimate for all travel expenses they expect to incur in performing the services required by this RFP. If award is made from this RFP, the contract will include this RFP, the successful proposal, final negotiated statement of services and pricing, and all required documentation as outlined in the RFP.

#### **5. EVALUATION CRITERIA**

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer’s original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer’s proposal.

- Relevant knowledge, experience and qualification of firm and team members including established record of success in similar work
- Proposed methodology and work plan to be used in the process
- Fees and costs
- References

The proposer is cautioned that it is the proposer’s sole responsibility to submit a response to the RFP requirements including evaluation categories. The City is under no obligation to solicit the information after RFP closing if it is not included in the proposer’s original proposal. Failure to provide such information may the proposal nonresponsive.

#### **6. PROPOSAL DELIVERABLES**

Proposals must be received by the date and time stated on page 2, through [www.publicpurchase.com](http://www.publicpurchase.com). The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

- A. Cover sheet, completed
- B. Letter of intent/introduction from proposer
- C. Affidavit, completed and notarized
- D. Response to the requirements in the Content of Proposals section of RFP
- E. Contract for Professional Services (attached), contract with cited exceptions or alternative contract for negotiation

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

#### **7. EVALUATION PROCESS**

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

- A. An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.

- B. Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
- C. The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of \$50,000 require City Council approval prior to award.
- D. In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

## **8. RIGHT OF PROTEST**

A Notice of Intent to Award will be posted on the Internet at [www.publicpurchase.com](http://www.publicpurchase.com) for procurements in excess of \$50,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor [www.publicpurchase.com](http://www.publicpurchase.com) shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

## **9. TERMS AND CONDITIONS**

### **A. COMPENSATION**

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

### **B. VENDOR SELF SERVICE (VSS)**

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal. Complete instructions for registering are included in the documents listed with this RFP.

### **C. PERMITS AND LICENSES**

The successful proposer shall procure all necessary local permits and licenses and a City of Independence business license, unless exempt under state law. Successful proposer 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-contractors. The successful proposer must furnish and maintain certification of authority to conduct business in the State of Missouri.

### **D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have 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.

#### **E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and successful proposer 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 written modification.

#### **F. STANDARD OF CARE**

Successful proposer 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.

#### **G. LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of a potential contract and the successful proposer's fee, and in consideration of the mutual covenants contained in the contract, City and successful proposer agree to allocate and limit such liabilities in accordance with this section:

Successful proposer 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 attorneys' fees and defense costs, to the extent caused by the successful proposer's negligent performance of services under the contract and that of its sub-contractors, or anyone for whom the successful proposer is legally liable. Successful proposer shall indemnify City against legal liability for damages arising out of claims by successful proposer's employees.

#### **H. INSURANCE**

See attached Insurance Requirements.

#### **I. SHIPPING, TITLE, AND RISK OF LOSS**

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

#### **J. DELAY IN PERFORMANCE**

Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. 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 restraints; 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 successful proposer as required. Should 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 the contract.

#### **K. TERMINATION**

City may terminate or suspend performance of a contract that results from this solicitation, for City's convenience upon written notice to successful proposer whom becomes the contractor. Contractor 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 contractor 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 contractor's compensation.

The 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 the contract. The nonperforming party shall have fifteen (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 contractor.

#### **L. WAIVER**

A waiver by either City or successful proposer of any breach of the contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **M. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the 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 the 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 section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

#### **N. SUCCESSORS AND ASSIGNS**

City and successful proposer 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 the contract.

#### **O. ASSIGNMENT**

Neither City nor successful proposer shall assign any rights or duties under the 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 the contract.

#### **P. THIRD PARTY RIGHTS**

Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

#### **Q. INDEPENDENT CONTRACTOR**

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

#### **R. AUDIT**

Successful proposer agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under a successful contract, have access to and the right to examine and copy any pertinent books, documents, papers, and records of the successful proposer involving transactions related to the contract.

#### **S. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the successful proposer agrees:  
Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer 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 successful proposer 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.

To state in all solicitations or advertisements for employees placed by or on behalf of the successful proposer that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

To send to each labor union or representative of workers with which they has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the said labor union or workers' representatives of the successful proposer's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

To 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.

To 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 the successful proposer is not compliant 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 proposer 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 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

#### **T. ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

#### **U. GOVERNING LAW**

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

#### **V. MISSOURI SUNSHINE LAW**

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal,



state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

#### **W. COMMUNICATIONS**

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

#### **X. SEPARATE CONTRACTS**

City and successful proposer 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.

#### **Y. ENTIRE CONTRACT**

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating the successful proposer's services described herein are superseded.

#### **Z. PRECEDENCE OF DOCUMENTS**

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. 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 or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal.

**INSURANCE REQUIREMENTS (see attached COI for our general liability coverage, since these position are direct hire the other coverages aren't necessary)**

**Professional Services**

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, 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:	\$1,000,000

Worker's Compensation: 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.

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

Appendix A: Fee Proposal (included in our contract that is included in the RFP response)

Please include detail regarding scope and cost of services, deliverables and timeframe for completion of the required services.

FIRM NAME	M&B Search Group LLC
ADDRESS	8000 Ensley Lane, Leawood, KS 66206
TELEPHONE	913-634-3610
AUTHORIZED REPRESENTATIVE	Beth Aebersold and Michelle Decker

1. Define your proposal in a straightforward and economical manner, providing a concise description of your firm's capabilities to satisfy the requirements of this RFP.
2. Please be sure to include all Proposal Content elements as defined in Section 3.
3. Provide your recruitment fee structure and a description of how costs are determined.
4. Cost should be defined on a per recruitment basis.
5. Please advise if there are additional incentives for granting exclusivity.

TOTAL Fee Per Recruitment NOT TO EXCEED	\$50,000(Total for all 4 positions)
---	-------------------------------------

Please check and complete one of the following statements as it pertains to travel related expenses:

	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the City.
X	The above costs DO NOT include all expected travel expenses and said expenses will be billed separately to the City. (If you select this statement as your response, you must complete the next question as well.)
Responder estimates that travel expenses to be incurred for work to be performed relative to this RFP per the terms of said policy will total an amount not to exceed	Travel expenses for candidate interviews not to exceed \$5,000.

RFP:

**AFFIDAVIT (see attached upload)**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the City of \_\_\_\_\_  
\_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_,

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

1. That I am the \_\_\_\_\_ (Title of Affiant) of  
\_\_\_\_\_ (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.

\_\_\_\_\_ (Name of Proposer)  
By: \_\_\_\_\_ (Signature of Affiant)  
\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

NOTARY PUBLIC in and for the County of \_\_\_\_\_

State of \_\_\_\_\_

My commission expires:

**CONTRACT FOR (Will work to redline the agreement once awarded the business)**  
**PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, M&B Search Group LLC, a Corporation (hereinafter called organization).

**WITNESSETH:**

WHEREAS, City requires \_\_\_\_\_ services and,  
WHEREAS, organization 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 Organization 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 \_\_\_\_\_ 3-04-22 \_\_\_\_\_.

**ARTICLE 2 – SERVICES TO BE PERFORMED BY ORGANIZATION**

Organization 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, organization's proposal, and pricing.

**ARTICLE 3 – PERIOD OF SERVICE**

The services shall be completed by: To be determined based on department requirement \_\_\_\_\_.

**ARTICLE 4 – COMPENSATION**

For services performed, the City shall pay the organization, an amount not to exceed the agreed upon funding amount allocated per HUD regulations.

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

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. 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.

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

**ARTICLE 5 – PERMITS AND LICENSES**

The organization shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Organization 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-organizations. The organization 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 organization as part of the services shall become the property of City, provided organization 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 organization 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**

Organization 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 the organization’s fee, and in consideration of the mutual covenants contained in the contract, City and organization agree to allocate and limit such liabilities in accordance with this article.

Organization 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 the organization’s negligent performance of professional services under this contract and that of its sub-organizations or anyone for whom the organization is legally liable. Organization shall indemnify City against legal liability for damages arising out of claims by organization’s employees.

#### **ARTICLE 10 – INSURANCE (see attached COI for our general liability coverage, since these position are direct hire the other coverages aren’t necessary)** **Professional Services**

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, 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: \$1,000,000

Worker's Compensation: 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.

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, Contractor 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 Organization or its subcontractors.

Comply: Exception:

#### ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that is 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.

#### **WORKER'S COMPENSATION (not applicable)**

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

#### **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 organization 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 restraints; 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 organization 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 organization. Organization 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 organization 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 organization'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 organization.

#### **ARTICLE 14– WAIVER**

A waiver by either City or organization 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 organization 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 organization 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 organization.

#### **ARTICLE 19– INDEPENDENT ORGANIZATIONS**



Each party shall perform its activities and duties hereunder only as an independent organization.

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**

Organization 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 organization involving transactions related to this contract.

#### **ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the organization agrees as follows:

The organization 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 organization 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 organization 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 organization will, in all solicitations or advertisements for employees placed by or on behalf of the organization, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The organization will send to each labor union or representative of workers with which organization 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 organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The organization 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 organization 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 organization'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 organization 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-organization or vendor. The organization will take such action with respect to any sub-organization 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 organization becomes involved in, or is threatened with litigation with a sub-organization or vendor as a result of such direction by the City, the organization may request the United States to enter into such litigation to protect the interest of the United States.

## **ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

## **ARTICLE 23 – GOVERNING LAW**

This contract shall be governed by the laws of the State of Missouri. The City and the organization agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that organization'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 organization submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

## **ARTICLE 24 – COMMUNICATIONS**

Any communication required by this contract to the organization 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:

---

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

## **ARTICLE 25 – SEPARATE CONTRACTS**

City and organization 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 26 – ENTIRE CONTRACT**

This contract represents the entire agreement between the City and organization. All previous or contemporaneous agreements, representations, promises and conditions relating the organization's services described herein are superseded. The RFP including the terms and conditions, the organization'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 organization's response and written proposal.

## **ARTICLE 27 – 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 Organizations; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

**City**

By \_\_\_\_\_

Date \_\_\_\_\_

**Organization**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

