

## **Request for Proposals (RFP)**

RFP No. P2022CIE

### **2022 City Inclusive Ecosystems (CIE) Pilot Project**

Issued Wednesday, July 19, 2022

#### **RFP Coordinator:**

Nia Richardson, CIE Lead

[nia.richardson@kcmo.org](mailto:nia.richardson@kcmo.org)

City of Kansas City

414 East 12<sup>th</sup> Street

Kansas City, Missouri 64106

**Applications are due via electronic submission by  
Friday August 9, 2022 at 11:59 p.m. PST**

**If you are interested in responding to this challenge statement, or to  
discuss how your solution could be the right fit for a pilot, please reach out  
to:**

Sarah Nicoll, CivStart Lead

[challenge@civstart.org](mailto:challenge@civstart.org)

**CivStart is a nonprofit partner assisting the government in their selection  
and pilot process.**

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## **1. INTRODUCTION AND PURPOSE**

Through support from the Ewing Marion Kauffman Foundation, the City Inclusive Ecosystems (CIE) program is a National League of Cities initiative that asks city leaders to commit to an inclusive economic development policy, program, or practice over the course of one year.

The City of Kansas City is partnering with nonprofit CivStart for the City Inclusive Ecosystems (CIE) commitment program “Working with Startups” cohort to identify crucial technology issues facing government departments and agencies. The goal is to partner with civic-minded startups on a pilot program.

Historically, technology has been a driver of increased productivity and innovation gains in many sectors with government being a notable exception. The barriers to government adopting new technology are plentiful. Most significant is a shortage of public sector-specific solutions and more fluid pathways for governments to work with smaller technology companies. This has typically left government of all sizes with two primary options: (1) utilize technology intended for large, private enterprises, or (2) develop a collection of customized solutions that require significant investment of time and resources.

The CIE Program in partnership with CivStart intends to bridge this gap by connecting public-sector agencies directly with technology entrepreneurs to seed product development that is specifically tailored to address public sector needs. With thousands of policy challenges, government has the potential to support a large ecosystem of best-of-breed technology solutions helping catalyze public sector innovation and technology.

## **2. PROGRAM OVERVIEW**

The City of Kansas City is soliciting applications from “Startup Applicants” for technology-based solutions to address specific “City Department Challenges” (see Attachment Section II). “Startup” means a for-profit business, temporary organization or team of people that is actively searching for a repeatable and scalable business model through the development and commercialization of a new idea in the form of a product or service. This includes “Technology based solutions” means on premise or cloud-based software, information technology hardware, and/or any combination thereof.

The highest scoring responsive applications for one or more City Department Challenge will be selected to work with the relevant City departments/agency to pilot their proposed technology-based solution. While the City may select Startups from more than one Challenge Area to participate in the residence period, the City does not anticipate selecting a Startup from each and every Challenge Area.

### **3. PROPOSED TIMELINE**

- **Release of RFP:** July 19, 2022
- **Applications Due by:** August 9, 2022 at 11:59 p.m. You can submit your response here: <https://airtable.com/shrzDZammv4Gr1hd9>
- **Questions Due by:** August 2, 2022 at 11:59 p.m; Email Questions to [challenge@civstart.org](mailto:challenge@civstart.org)
- **Determination of Selected Startup:** September 2022
- **Orientation/Work Planning Starting Date:** September 2022

*NOTE: The City of Kansas City reserves the right to modify the dates listed at its sole discretion.*

### **4. SCOPE OF WORK**

#### **Program Overview:**

To participate, startups are required to abide by the terms and conditions laid out by each department/agency partner. Startups are expected to execute on the Scope of Work that they create in conjunction with the department/agency partner. In addition, they are expected to respond and to communicate with the department partner in a timely manner.

Teams (composed by the startups and government partners) collaborate on user research, design, build, and testing. The pilot, mostly remote collaboration period between the startup and the department partner. Each challenge has a dedicated project manager from within the City department/agency.

To participate, startups are required to:

1. Abide by the terms and conditions laid out by each department/agency partner.
2. Execute on the Scope of Work that they create in conjunction with the department partner.
3. Respond to communication in a timely manner.

For the pilot, the startup and department/agency partner develop a Scope of Work, which the pilot project is focused on. Teams work to fulfill the Scope of Work during the pilot. The program is broken up into four-week increments:

1. User research;
2. Design;
3. Build;
4. Test.

#### **Financial Compensation:**

The City of Kansas City will provide financial compensation for the pilot project. A contract with the City will be signed and executed for the pilot project upon completion of the “Scope of Work”.

**Benefits:**

The City of Kansas City, Missouri will be offering the selected startup(s) the following support:

1. Access to the City government facilities and working spaces
2. Access to the City's network and selected data;
3. Dedicated Project Manager for each challenge.

**Contract:**

Neither the program nor the department partner guarantees a contract following the pilot. The expectation for teams is to close a contract if:

1. The objectives within the Scope of Work are met.
2. If there is a positive working relationship between the startup team and the government partner.

**Inclusive Procurement:**

The City of Kansas City promotes "Inclusive Procurement" to endorse competitive pricing and to protect against corruption, ensuring that suppliers have an opportunity to bid for work in a manner that is fair and transparent.

Selected Startups agree to partner with City to develop technology based solutions to the City Department identified Challenge described in full detail in Attachment A "2022 CIE Program Challenge Statement(s)."

Work by Selected Startups shall be performed only by competent personnel that is appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Selected Startups. Selected Startups will comply with the City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Selected Startups. City and Selected Startups' personnel shall comply with all security protocols and other regulations of the other party as applicable.

**5. APPLICATION REQUIREMENTS**

To apply for this RFP, please complete the Challenge-Response Form through the CivStart Local Government Innovation programs site at <https://airtable.com/shrzDZammv4Gr1hd9>

All responses must be submitted by August 9, 2022. The challenge response form will include the following questions:

**A. Startup/Company Information**

- Company Name
- Contact Name
- Contact Email
- Contact Phone Number

- Company Website
- Company Location/Address
- Team Size/ Total number of team members in your company or team.
- Case Studies: URL for background material on your product or team (i.e., video, case studies, blog piece, etc.), if any.
- Briefly describe the product / service your company or team can provide (max 300 characters).

## **B. Program Expectations and Commitments**

- Interviews are anticipated to take place at the end of August or early September with the option of being done virtually or in person. Will you be available during this time?
- Are you able to commit to visiting the location of this government organization once?
- The response to this Challenge is to establish a free or low-cost short-term pilot with clear objectives identified in a Scope of Work. A full contract may be considered at the end of the pilot program

## **C. CIE Program Proposal**

- Description of your proposed solution.
- How will your technology help the city achieve its outcomes?
- Will you be creating a new product / service, or will you be customizing an existing product / service for this challenge?
- What makes your team qualified to work on this challenge (i.e., previous customer success, professional experience, academic degrees, research, previous product development experience, etc.)?

## **D. Cost Proposal**

- What is the estimated cost range of a pilot of your company's product? Please include any implementation and ongoing costs. Please indicate for what length of time or other pricing criteria this estimate applies?

## **E. Conflicts of Interest**

- Describe any potential conflicts of interest that your firm may have regarding the project, as well as individual conflicts of proposed personnel, if any.

**Also see SECTION FOUR (4) of this RFP for additional attachments to your submittal.**

## **6. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting an application to ensure that Proposer's Proposal meets the intent of this RFP.

## **7. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

### **Question Deadline**

Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed on the RFP cover of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.

### **Addenda and Supplements to RFP**

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective Startup Applicants via email and the CivStart website.

It is the responsibility of the Startup Applicant to verify addenda and supplements up to the RFP submission date and time.

### **Questions - Post Deadline**

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Section 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

## **8. EVALUATION CRITERIA**

The City will validate and evaluate all applications received. All requirements identified in this RFP must be satisfied in order to ensure that an application will qualify for consideration.

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best application for the City. Evaluation scores or ranks do not create any right in or expectation to a selection or contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.

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

**Written Application:**

A point system will be used in evaluating the applications that meet the minimum qualifications. Written application evaluation categories and points will be as follows:

<b>Application Criteria</b>	<b>Possible Points</b>
<b>Proposed technology-based solution</b> <ul style="list-style-type: none"><li>• Demonstrates an understanding of the nature and scope of the challenge.</li><li>• Extent to which the solution effectively addresses the challenge.</li><li>• Whether the solution is compatible with or flexible enough to work with the City's IT infrastructure or City requirements.</li></ul>	50
<b>Relevant technology skill set and experience</b> <ul style="list-style-type: none"><li>• Expertise in the fields necessary to develop and implement the solution.</li><li>• Recent relevant experience of team members.</li><li>• Professional qualifications and education of team members.</li><li>• The Startup's record of past successes developing technology tools and services for the public or private sector.</li><li>• The existence (or lack thereof) of working prototypes.</li></ul>	35
<b>The proposed solution's larger potential in the public sector</b>	15
<b>The solution's potential to have broader application and benefit for other governmental entities</b>	5
<b>TOTAL POSSIBLE POINTS FOR APPLICATION</b>	<b>105</b>

*At the completion of the evaluation process, a total point value will be compiled for each application.*



## **Interview**

Following the evaluation of the written applications, the highest scoring Startup Applicants may be invited to an interview. The interview will consist of standard questions asked of each of the Startup Applicants. Interview evaluation categories and points will be as follows:

<b>Interview Criteria</b>	<b>Possible Points</b>
<b>Communication skills</b> Ability to verbalize key concepts and solution ideas in a manner that is easy for department representatives to understand.	25
<b>Critical problem-solving skills</b> Ability to respond to departmental questions about the applicant's proposed solution with detailed answers that demonstrate an awareness of possible challenges that may be encountered during the residence period.	25
<b>TOTAL POSSIBLE POINTS FOR INTERVIEW</b>	50

*City departments will combine both written and oral interview scores to determine final scores and participant selection.*

## **Withdrawal of Applications**

Unauthorized conditions, limitations, or provisions attached to an application may be cause for its rejection. No oral, telegraphic or telephonic applications or modifications will be considered. The application may be withdrawn upon request by the Startup Applicant without prejudice to the Startup Applicant prior to, but not after the time fixed for opening of applications, provided that the request for withdrawal is in writing, has been executed by the Startup Applicant or the application's duly authorized representative, and has been filed with the City.

## **"Contract" Negotiations: Demonstration Partnership Agreement**

Contract negotiations may be undertaken simultaneously during the evaluation of applications with the finalist(s) as determined by the City. This RFP together with Startup Applicant's response shall be incorporated into the final contract. The City's Demonstration Partnership Agreement is attached. Startup Applicants are responsible for reading and understanding the Agreement's requirements, terms, and conditions prior to submitting an application.

Any proposed deviations or modifications to the standard agreement should be noted in the application, with reasons given.

The City may, based on the nature of the services or products to be provided, consider accepting insurance limits lower than those required in the standard Agreement or waiving other contractual requirements. Any modifications to the standard Agreement will be subject to negotiation and approval by the City.

## **9. ACCEPTANCE OF APPLICATION**

The contents of the application of Selected Startups will become contractual obligations to be contained in a formal written agreement. Failure of successful Startup Applicant to accept these obligations in a formal agreement may result in cancellation of the award.

Selected Startups must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in providing the required services.

### **Licenses**

Selected Startups shall be required to obtain any necessary licenses and shall comply with all Federal, State and local laws, codes and ordinances without cost to the City.

### **Non-Waiver of Defaults**

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

### **Business Operations Tax Certificate**

The City of Kansas City requires that anyone conducting business in the City of Kansas City, with certain exceptions, obtain a Business Operations License and pay the applicable tax if necessary. Information about the Business License may be obtained at the City of Kansas City Revenue Division, Business License, 1118 Oak Street, Kansas City, Missouri 64106, 816-513-1120.

Selected Startups, and any subcontractors, will be required to show compliance with this requirement (unless the City determines an exception applies) prior to the execution of any Agreement.

## **10. GENERAL INFORMATION**

Applications may be withdrawn or modified before the due date of submission for applications by delivering a written and signed request by the due date. A request for modification of the application after the due date will not be considered, including a representation that the Startup Applicant was not fully informed regarding any information pertinent to the application or the offer.

The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

The City reserves the right to reject any or all applications submitted, correct any technical errors in the RFP process, waive any irregularities in any application, negotiate with any of the Startup Applicants, accept other than the lowest fee offer, or enter into a subsequent agreement with another Startup Applicant if the originally selected Startup Applicant fails to execute its agreement with the City.

Any agreement shall not be binding unless it is executed by authorized representatives of the City and the selected Startup Applicant. Startup Applicants are solely responsible for any expenses incurred in preparing their applications in response to this RFP.

Applications should be prepared simply and economically, providing a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite application evaluations, it is essential that specifications and instructions contained in the application instructions are followed as outlined.

Responses to this RFP become property of the City. All applications received in response to this RFP become a matter of public record and shall be regarded as public records and will be disclosed upon receipt of a request for public disclosure pursuant to the Missouri Public Records Act; provided, however, that if any information or elements of the application are set apart and clearly marked as "Trade Secret" or "Proprietary" when provided to the City, the City will give notice to the Startup Applicant of the request for disclosure to allow the Startup Applicant to seek judicial protection from disclosure.

Failure by the Startup Applicant to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Startup Applicant of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the Missouri Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any applications or other materials submitted in response to this RFP.

City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Startup Applicant or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

Any/all respondents responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations.

The City reserves the right to decide that one Startup Applicant is more responsive than the others and to select that application based on review of the application only.

The City reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.

An application is late if received at any time after the required submittal date and time. An application received after the specified time may not be considered and will be returned to the Startup Applicant.

RFP submittals missing acknowledgement of any addendum or information requested in this RFP shall be considered non-responsive and the firm will be eliminated from evaluation.

## **11. REJECTION OF APPLICATION**

The City of Kansas City reserves the right to reject any and all applications received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Kansas City may, at its discretion, determine not to award a contract solely on the basis of this request for applications and will not pay for the information solicited or obtained.

It is recognized that each Startup Applicant may have developed unique and typical methods of service delivery. The City is seeking innovative solutions to address the identified Challenge Areas. Any application offering services to address the Challenge Areas will receive full consideration for award.

## **12. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) The City, may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

## **13. CHANGES IN THE RFP**

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Application due date. If the change is prior to the application due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- (b) If the City shall amend the RFP after the application due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

#### **14. OWNERSHIP OF APPLICATIONS**

By submitting its Application, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

#### **15. DISCLOSURE OF PROPRIETARY INFORMATION**

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Application by:
  - 1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information";
  - 2. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

#### **16. CLOSED RECORDS**

All Applications including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Applications submitted in response to the original RFP may remain closed records until a contract is executed

or all proposals submitted in response to the amended RFP are rejected. Applications shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Applications prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

## **17. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- (a) Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- (b) Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website. [www.kcmo.org](http://www.kcmo.org)

## **18. INDEMNIFICATION**

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation.

## **19. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

### **(a) Buy American Preference**

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

### **(b) Buy Missouri Preference**

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

## **20. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website. <http://www.sos.mo.gov>

## **21. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license. Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.org>

## **22. TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission.

Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.gov>

## **23. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

- (a) *Prohibition.* No elected official, or employee of the city serving in an executive or administrative capacity, shall perform any service for any monetary or in-kind compensation during one year after termination of his or her office or employment by which performance he or she attempts to directly *influence* a decision of the city or any department or agency thereof.
- (b) *Exception.* This section shall not be construed to prevent any person from:
  - (1) Performing such service and receiving compensation therefor in an adversary proceeding having a record or right of appeal or in the preparation or filing of any public document;
  - (2) Submitting any bid and participating in any contract from a successful bid with the city for any goods or services which will be awarded to the lowest and best bidder; or
  - (3) If an employee of the city in an executive or administrative capacity, discussing issues or projects, informing about issues or projects, providing an opinion, or making a recommendation on issues, projects or policy, related to duties as a full-time employee of an agency contracting with the city to provide services that furthers the work of the city, and is specifically approved by the city council.

## **24. MBE/WBE PARTICIPATION**

The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts whenever it is feasible. If it is feasible for a Proposer to subcontract any of the work or supplies necessary to perform this contract, the City encourages Proposers to solicit certified MBEs and WBEs for the necessary work or supplies.

The initial work study may not have MWBE goals applied to it; however, if the value of the annual contract agreement exceeds \$160,000 MWBE goals will be reviewed. This may be in subsequent renewal years. Costs associated with subcontracting will not be added to the contract in subsequent years, if goals are applied.



## **25. SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROJECT**

This RFP is subject to the City's Small Local Business Enterprise (SLBE) program. Any entity that has applied for certification as a SLBE at least forty-five (45) days prior to the date of this solicitation and who will have received that certification by the date on which the response is due shall receive a bid incentive of 5%. (Application of the bid incentive, even if it results in your pricing being lower than your competitors', does not guarantee that your Proposal will be selected. Cost to the City, while important is not the only factor considered in selecting the best Proposal.)

## **26. KCMO PRELIMINARY VENDOR SECURITY QUESTIONNAIRE**

This vendor or 3<sup>rd</sup> party-vendor cybersecurity questionnaire is required to be completed by all potential vendors proposing or already doing business with the City of Kansas City, Missouri (KCMO) or with any KCMO affiliated agency or department. **Please fill out the forms attached in Section FOUR and submit them to your application.**

**SECTION TWO (2)**

**CITY OF KANSAS CITY DEPARTMENT/AGENCY CHALLENGE(S)**

# City Department/Agency: Land Bank of Kansas City

**Website:** <https://www.kcmolandbank.org/>

**Category:** Communications; Data Analytics; Data Collection; Natural Language Processing; Open Gov; Citizen Engagement

## New Operating System to support administrative improvements for processing Land Bank Applications

The Land Bank of Kansas City, Missouri is seeking a solution to the application's process, requirements, and responsibilities to acquiring and up-keeping of Land Bank property as a business or individual.

Using the successful models of land banks in Genesee County, Michigan and Cuyahoga County, Ohio, the commissioners and staff of the Land Bank of Kansas City, Missouri have implemented a system that returns vacant properties to productive use, places them back on the tax rolls, and contributes to the improvement of the community.

### Challenge Background

The Land Bank of Kansas City, Missouri is established to acquire tax-delinquent properties and other properties in order to protect the public from crime and hazardous conditions often associated with such properties to protect Kansas City neighborhoods from decline fostered by the presence of blighted conditions, and to advance the public purpose of returning land which is in nonrevenue-generating, nontax producing status to an effective utilization status in order to provide housing, new industry, and jobs for the residents of the city. This goal is furthered through sales of acquired properties to responsible parties who will properly develop, redevelop, maintain, or otherwise provide for productive use of the properties.

Under the direction of its new executive director and board of commissioners, the agency seeks to improve its internal processes and operation to improve application education to decrease the number of incomplete and declined applications, as well as, to reduce their backlog of compliance inspections to release deeds of trusts. Many of the agencies challenges include:

- Staffing Shortages/Lack of Capacity. A digitization of their application in-take and processing would help to improve their efficiency with responding to and approving applications.
- Currently, applicants submit a paper application which is logged in 3 different databases which leads to administrative burdens and a backlog of compliance inspections.

- Land Bank-owned property exists at ⅓ market value but the process is difficult to understand for applicants and inefficient to implement for administrative staff.
- Education for applicants on the process and procedures for acquiring a land bank property. Over half of the applications are denied due to filing confusions.
- The Land Bank Website (2020) helps applicants understand information about the property and policies, but no technical assistance or walkthrough service for the process, from application to deed acquisition, is available.
- Need to centralize data and information on land bank properties. The Land Bank of Kansas City currently oversees more than 3000 vacant lots and structures.
- Want to support more ways to give preference to homeownership through Land Bank property acquisition.

### **Requirements and Outcomes**

The Land Bank seeks a solution that would have the following outcomes:

- Application approval rate >50%, # applicants
- Short Term: Property compliance inspections; Long Term: release of Deed of Trust
- Review/turnaround time frame of intake (within 14 days or less) and analysis of application;
- Applicant Survey Data to understand barriers in the application process
- Reduce number of incomplete applications for review
- Decrease the backlog for inspections

To be successful, a solution should include features that:

- Provide a solution to digitize the in-take and processing of business and individual applications
- Provide tools to better educate applicants on the application process and procedures to review the site, scope and acquire the property.
- Include a checklist for applicant and new administration to the office
- Provide calendar integration for responses & inspections
- Reduce and manage the high backlog of inspections
- Provide a central database with profiles for each property and applicant

An ideal solution will:

- Streamline the Application Process and help the office improve its efficiency with a small admin team and help to create a universal operating system for all staff.
- Help reduce the number of vacant properties in Kansas City neighborhoods
- Increase homeownership through the acquisition of Land Bank properties and allow the office to create and implement innovative housing solutions
- Provide multilingual options for applicants

- Reduce the number of properties the Land Bank and City of Kansas City have to maintain (i.e. lawn and mowing expenses)
- Reduce the number of 311 calls on the maintenance of Land Bank properties
- Provide a central data dashboard of properties and applicants to support the Land Bank in advocacy and policy updates

**SECTION THREE (3)**

**PILOT PARTNERSHIP AGREEMENT**

# PILOT PARTNERSHIP AGREEMENT

## City of Kansas City CIE Program Confidential Information Nondisclosure and Technology Based Solution Agreement

This Pilot Partnership Agreement (the “Agreement” or “NDA”) is made as of [date] (the “Effective Date”) by and between [name of Contractor] (“Contractor” or “Recipient”), and City of Kansas City, a municipal corporation (“Government Partner”). “Party” or “Parties” shall mean the entities signing this Agreement.

WHEREAS, The City of Kansas City is partnering with nonprofit CivStart for the City Inclusive Ecosystems (CIE) commitment program “Working with Startups” cohort to identify crucial technology issues facing government departments and agencies. The goal is to partner with civic-minded startups on a pilot program. and

WHEREAS, a Pilot Partnership Agreement is intended to serve as a tool to improve service delivery and catalyze a vibrant entrepreneurial sphere for broad social, economic, and environmental benefit; and;

WHEREAS, in accordance with the adopted Policy, the CITY has determined that this Agreement will provide a direct public benefit for residents and businesses in the City.

WHEREAS, Contractor requires the Government Partner’s Confidential Information (as defined below) to develop a technology based solution to the [name of department/agency] identified challenge and the Government Partner is willing to provide said Confidential Information for such purpose.

NOW therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Technology Based Solution Scope of Work; Staffing.**

(a) Technology Based Solution Scope of Work. Contractor agrees to partner with Government Partner, free of charge, in developing technology based solutions to the [name of department/agency]’s identified challenge described in full detail in Appendix A “Scope of Work.” “Technology Based Solutions” means solutions offered to Government Partner such as on premise software (licenses to software object code), mobile applications, hosted software or applications, information technology hardware, and/or any combination thereof. In those cases, where Contractor develops a hosted software solution, the Government Partner’s data, and the Contractor’s data center storing such data, must be located and remain within the United States.

(b) Staffing. Work under this Agreement shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Contractor. Contractor will comply with Government Partner’s

reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Government Partner's request, must be supervised by Contractor. The personnel of each Party, when on the premises of the other, shall comply with the security and other personnel regulations of the Party on whose premises such individual is located.

## **2. Term and Termination**

(a) Term. The term of this NDA shall be from [date] to [date]. This NDA shall apply to all Confidential Information relating to the development of a technology based solution in regards to [name of department/agency]'s identified challenge, which is listed in Section 3 and designated as "Confidential Information" by Government Partner. The duty to keep designated information confidential shall continue beyond the term of this NDA. At the completion of the term of this NDA, except as otherwise provided in this NDA, Contractor shall return to Government Partner all tangible Confidential Information within ten (10) business days. Contractor shall purge any digitally held Confidential Information within ten (10) business of the completion of this NDA and provide Government Partner with written certification within five (5) days that such purge occurred.

(b) Termination for Convenience. Government Partner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Government Partner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. Upon termination for convenience, Contractor shall return to Government Partner all tangible Confidential Information within ten (10) business days. Contractor shall purge any digitally held Confidential Information within ten (10) business of the completion of this NDA and provide Government Partner with written certification within five (5) days that such purge occurred.

(c) This Section 2 and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- |   |                                     |
|---|-------------------------------------|
| 3. Proprietary and Confidential Information;<br>Protection of Private Information | 14. Amendment and Waiver            |
| 4. Ownership of Developed Technology<br>Solutions; Government Partner Options     | 15. Entire Agreement                |
| 5. Warranties of Contractor   | 16. Audit and Inspection of Records |
| 6. Indemnification and General Liability  | 17. Taxes                           |
| 8. Insurance  | 23. Non-Waiver of Rights            |
| 13. Governing Law; Jurisdiction   |                                     |



### **3. Proprietary or Confidential Information; Protection of Private Information.**

(a) Proprietary or Confidential Information of Government Partner. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by Government Partner and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Government Partner. Contractor agrees that all information disclosed by Government Partner to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

(b) Exceptions. Notwithstanding the above, Contractor shall not have liability to the Government Partner with regard to any Confidential Information that: (a) at the time of disclosure, is available to the general public; (b) at a later date, becomes available to the general public through no fault of Contractor, and then only after such later date; (c) was in Contractor's possession prior to receipt without an obligation of confidence; (d) is disclosed to Contractor without restriction on disclosure by a third party who had the lawful right to disclose such information; (e) was independently developed by Contractor without the use of any Confidential Information; or (f) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that Contractor shall provide notice to the Government Partner of such court order, requirement or request to enable Government Partner to seek a protective order or otherwise prevent or restrict such disclosure.

(c) Data Transmission. The Contractor shall ensure that all electronic transmission or exchange of Confidential Information between the Parties shall take place via secure means (using HTTPS or SFTP or equivalent). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no Government Partner Confidential Information of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Government Partner. Government Partner's data, and the Contractor's data center storing such data, must be located and remain within the United States.

(d) Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant of license thereto. Government Partner will retain all right, title, and interest in and to all Confidential Information.

(e) Protection of Private Information. Contractor has read and agrees to the terms set forth in this Contract and shall protect all private information. Contractor agrees that any failure of Contractor to comply with these requirements shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the Government Partner may terminate the Contract.

## **Ownership of Developed Technology Solutions; Government Partner Options.**

- (a) Ownership of Developed Technology Solutions. Contractor represents and warrants to Government Partner that it is the lawful owner or licensee, or will become the lawful owner or licensee, of all programs, materials and property used by it in the performance of the services contemplated hereunder and shall have the right to permit Government Partner access to the developed on premise software, hosted software or applications, or developed equipment as described below.

## **4. Warranties of Contractor.**

- (a) Warranty of Title and Infringement Indemnification. Contractor warrants that the Technology Based Solutions developed pursuant to this Agreement will, prior to its licensing or transfer to Government Partner, be the sole and exclusive property of Contractor. If notified promptly in writing of any judicial action brought against Government Partner based on an allegation that Government Partner's use of the Technology Based Solutions infringes a patent or copyright, or any rights of a third party, or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (infringement), Contractor will hold Government Partner harmless and defend such action at its expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against Government Partner based on an allegation that Government Partner's use of the Technology Based Solutions constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event that a final injunction shall be obtained against Government Partner's use of the Technology Based Solutions by reason of Infringement, or in Contractor's opinion Government Partner's use of the Technology Based Solutions is likely to become the subject of Infringement, Contractor may at its option and expense (a) procure for Government Partner the right to continue to use the Technology Based Solutions as contemplated hereunder, (b) replace the Technology Based Solutions with non-infringing, functionally equivalent substitute Technology Based Solutions, or (c) suitably modify the Technology Based Solutions to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Technology Based Solutions. If none of these options is reasonably available to Contractor, then this Agreement may be terminated at the option of either Party hereto and Contractor shall refund to Government Partner all amounts paid for the use of the infringing Technology Based Solutions.
- (b) Disabling Code. Contractor represents and warrants that any developed software, traditional object code license, applications or software as a service, equipment or combination thereof, and any information, reports or other materials provided to

Government Partner, including future enhancements and modifications thereto, shall be free of any disabling code or viruses at the time of their receipt by Government Partner.

**5. Indemnification and General Liability.** Contractor shall indemnify and save harmless Government Partner and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of Government Partner and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Government Partner's costs of investigating any claims against the Government Partner. In addition to Contractor's obligation to indemnify Government Partner, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Government Partner from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Government Partner and continues at all times thereafter.

**6. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver of limitation of any rights that Government Partner may have under applicable law.

**7. Insurance.**

(a) **Required Coverages.** Without in any way limiting Contractor's liability pursuant to Section 6 "Indemnification and General Liability" of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(ii) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the Government Partner's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City of Kansas City its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide thirty (30) days' advance written notice to the Government Partner of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the Government Partner address set forth in Section 18, entitled "Notices to the Parties."

(d) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of 12 months beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(e) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Government Partner receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Government Partner may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(f) Before commencing any Services, Contractor shall furnish to Government Partner certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of

California, and that are satisfactory to Government Partner, in form evidencing all coverages set forth above. Approval of the insurance by Government Partner shall not relieve or decrease Contractor's liability hereunder.

(h) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City of Kansas City, its officers, agents and employees and the Contractor as additional insureds.

**8. Responsibility for Equipment.** Government Partner shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Government Partner. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless Government Partner from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, Government Partner employees or third parties, or to property belonging to any of the above.

**9. Independent Contractors.** The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

**10. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

**11. Remedies.** It is understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and the Government Partner shall be entitled to seek injunctive relief (preliminary or otherwise) as a remedy for any such breach or threatened breach without the necessity of proving actual damages. Such remedy shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or equity including investigators' and attorneys' fees and costs.

**12. Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Missouri. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the courts in Jackson County, Missouri.

**13. Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of Contractor and the Government Partner. Any amendment or waiver effected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

**14. Entire Agreement.** This Nondisclosure Agreement embodies the entire understanding between the Parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the use and disclosure of Confidential Information. The headings are provided for the purpose of reference and convenience and are not intend to affect the meaning of the contents or scope of this Agreement.

**15. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the Government Partner, during regular business hours, accurate books and accounting records relating to its work under this Agreement.

**16. Taxes.** Payment of any taxes s levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.

**17. Notice to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To Government Partner: [name and title of department contact person]  
[name of department]  
[mailing address]  
[e-mail address; fax number is optional]

To Contractor: [company name]  
[mailing address]  
[e-mail address; fax number is optional]

Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

**18. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with the City Code of Ethics which prohibits any person who contracts with the Government Partner for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a Government Partner elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section [insert code] and provide the names of the persons required to be informed to Government Partner.

19. **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of [insert relevant codes], and further agrees promptly to notify the City of Kansas City if it becomes aware of any such fact during the term of this Agreement.

20. **Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Government Partner in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

21. **Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Government Partner by written instrument executed and approved in the same manner as this Agreement.

22. **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

23. **Compliance with Laws.** Contractor shall keep itself fully informed of the Government Partner's Charter, codes, ordinances and regulations of the Government Partner and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

24. **Non Discrimination in Contracts.** Contractor shall comply with the provisions of [insert location of provisions] [your jurisdiction] Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections [insert codes] of the [your jurisdiction] Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in [insert location of provisions].

25. **Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Sec. 1201 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d).

**26. Sunshine Law.** In accordance with the Missouri Sunshine Law, contracts, contractors' bids, responses to requests for proposals and all other records of communications between Government Partner and persons or firms seeking contracts, shall be closed until either bids are opened or a contract is executed pursuant to a request for proposals, after which they are considered open records unless an exception to the Missouri Sunshine Law is present.

**27. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.



IN WITNESS WHEREOF, the Parties have executed this Non-disclosure and Technology Based Solution Agreement as of the date first above written.

[Startup Partner]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

*Print*

Title: \_\_\_\_\_

Address:

City of Kansas City

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Department name and address]

**APPROVED AS TO FORM:**

[Government Partner attorney name], Government Partner Attorney

By: \_\_\_\_\_

[name of deputy gov partner attorney]

[title of signee]

Date: \_\_\_\_\_

**SECTION FOUR (4)**

**KCMO PRELIMINARY VENDOR SECURITY QUESTIONNAIRE**



## KCMO PRELIMINARY VENDOR SECURITY QUESTIONNAIRE

### FORM 1

This vendor or 3<sup>rd</sup> party-vendor cybersecurity questionnaire is required to be completed by all potential vendors proposing or already doing business with the City of Kansas City, Missouri (KCMO) or with any KCMO affiliated agency or department.

Additional information may be requested depending on the answers or lack of answers that are provided. (Please attach all related information and documentation including contact information).

This information is discoverable under the MO Sunshine Law. No redactions will be allowed.

**Vendor Questions:** (Please provide requested details under each question or append to the end of this document with reference to the specific question being answered)

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company have a pre-employment screening policy for employees and contractors? Please explain the process or attach policy/operating procedure.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company carry cybersecurity insurance. If yes, please provide information regarding carrier, limits and any special coverages you may purchase.

☐ Yes ☐ No - As a supplier to the City of KCMO, will you comply with all applicable privacy and security laws for KCMO business? Please explain how.

☐ Yes ☐ No - As a supplier to the City of KCMO, do you have certifications (ex. ISO 27001, SOC, PCI, HIPAA, etc.). Please provide documentation.

☐ Yes ☐ No - As a supplier to the City of KCMO, will KCMO files and records be periodically reviewed for retention and purging purposes? Please explain how you will meet legal, contractual, and service level requirements.

☐ Yes ☐ No - As a supplier to the City of KCMO, do you have formal process for purging all files and records and removing accesses upon completion of the service, task, or contract? Please provide description or policy.

☐ Yes ☐ No - As a supplier to the City of KCMO, will you commitment to a response time if KCMO has a question or emergency? Please describe them and any "off" hours.



☐ Yes ☐ No - As a supplier to the City of KCMO, does your company maintain up-to-date versions of anti-virus software, anti-malware, antispyware, and operating systems security patches? Please elaborate.

☐ Yes ☐ No - As a supplier to the City of KCMO, will KCMO always retain ownership of its data?

☐ Yes ☐ No - As a supplier to the City of KCMO, do you plan to or have agreements with any third parties that could allow them to collect or use KCMO data?

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company hire an external audit firm to perform a compliance review of your operational controls? If yes, how often.

☐ Yes ☐ No - As a supplier to the City of KCMO, will third party vendors (e.g., subcontractor, managed shared hosting) be used by your company and be restricted from having access to the system or application data of KCMO?





## KCMO PRELIMINARY VENDOR SECURITY QUESTIONNAIRE

FORM 2- CONFIDENTIAL and PROPRIETARY

This vendor or 3<sup>rd</sup> party-vendor cybersecurity questionnaire is required to be completed by all potential vendors proposing or already doing business with the City of Kansas City, Missouri (KCMO) or with any KCMO affiliated agency or department.

Additional information may be requested depending on the answers or lack of answers that are provided. (Please attach all related information and documentation including contact information).

This information has been deemed non-discoverable under the MO Sunshine Law. The City will not be releasing this form under the MO Sunshine Law.

**Vendor Questions:** (Please provide requested details under each question or append to the end of this document with reference to the specific question being answered)

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company have a written controls plan that contains the administrative, technical, and physical safeguards you use to collect, process, protect, store, transmit, dispose, or otherwise handle KCMO data (e.g., Information Security Plan)? Please provide.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your system or application which will be storing our company data provide access control mechanisms (e.g., unique user IDs, passwords standards, role-based access)? Please explain.

☐ Yes ☐ No - As a supplier to the City of KCMO, does the system or application provide multi-tenant controls for separation of users and data within the service? If yes, please provide policy/procedures.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company utilize encryption methods for data in transit and data at rest where technically possible and legally permissible? Please explain i.e. use of data serialization for privacy.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company have a written business continuity/disaster recovery plan, which is tested on a periodic basis? Please elaborate and provide a copy your plan(s)



☐ Yes ☐ No - As a supplier to the City of KCMO, does your company ensure adequate steps are taken to guard against unauthorized access to KCMO data (e.g., firewall)? Please list the technology and processes that are in place.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company maintain up-to-date versions of anti-virus software, anti-malware, antispyware, and operating systems security patches? Please elaborate.

☐ Yes ☐ No - As a supplier to the City of KCMO, will your company actively monitor and manage your IT security environment to prevent security incidents or breaches? Please elaborate.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company perform application security testing? Please describe and provide samples along with methodology.

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company have a written plan to promptly identify, report, and respond to breaches of security related to KCMO data (e.g., incident response plan)?

☐ Yes ☐ No - As a supplier to the City of KCMO, will third party vendors (e.g., subcontractor, managed shared hosting) be used by your company and be restricted from having access to the system or application data of KCMO?

☐ Yes ☐ No - As a supplier to the City of KCMO, does your company provide assurance (in the form of a written report) for you and your third-party vendor's security and controls while KCMO data is being collected, processed, and retained? If yes, please provide your most current report

☐ Please provide the results of your last security audit you have for your company and any relevant third-party service provider your company contracts.

☐ What specific services are included in KCMO monthly service fee? What services will be an additional fee?

☐ What is or will be the length of this contract? What is or will be the Service Level Agreement (SLA) with KCMO and how often is KCMO able to change or modify this SLA?

## ADDITIONAL INFORMATION

1. KCMO reserves the right to perform an audit at any time during the term of any agreement between KCMO and a vendor to verify their compliance with the



answers provided.

2. KCMO may require additional information based the answers or lack of answered provided.
3. Vendors should provide copies of requested documentation including any certifications, prior assessments, or test results.

