



**REQUEST FOR PROPOSALS (“RFP”)**

**MARKETING AND COMMUNICATIONS SERVICES**

**DATE OF ISSUANCE: August 19, 2019**

## **I. INTRODUCTION**

The Port Authority of Kansas City, Missouri (“Port KC ”) is seeking written proposals for Marketing and Communication Services.

Port KC encourages participation by proposers who have been certified as a Minority Business Enterprise (“MBE”) or Women’s Business Enterprise (“WBE”) by the City of Kansas City, Missouri’s Human Relations Department.

## **II. HISTORY**

Port KC is a political subdivision of the State of Missouri and operates pursuant to Chapter 68, RSMo.

Port KC possesses broad governmental and business enterprise powers for the purpose of promoting economic development and job creation. The most important of these powers are:

- To acquire, own, construct, redevelop, lease, maintain, and conduct land reclamation, residential, commercial and mixed-use development, industrial parks, facilities, terminals, terminal facilities and any other type of port facility;
- To promote and expand inland and river port commercial throughput of cargo and freight;
- To identify and pursue redevelopment opportunities at blighted and historic preservation sites;
- To redevelop the Downtown Kansas City Riverfront to promote and develop new opportunities for residence, commerce and leisure; and
- To promote the full integration of multi-modal transportation assets to increase commercial opportunities locally, nationally and internationally.

## **III. MISSION/VISION**

Port KC’s mission is to grow the economy of Kansas City’s port district through transportation, global commerce, and development.

## **IV. PURPOSE OF RFP**

Port KC seeks to retain an individual firm or team of firms (individually and collectively, the “Firm”) who will design, develop and implement marketing and communication services in collaboration with Port KC.

The purpose of this RFP is not to initiate development of a marketing or communication campaign, but rather to engage the selected Firm to perform marketing and communication services on an as-needed basis.

## **V. SCOPE OF WORK**

The selected Firm must be prepared to provide a broad range of services including but not limited to the following:

- Media Relations and Outreach
- Graphic Design
- Social Media
- Crisis Communication
- E-Newsletter
- Website Development
- Stakeholder Engagement
- Promotional Item Development
- Strategy, Consultation and Recommendations for Best Practices

Work assigned to the selected Firm could be for broad and/or specific in nature. Firms are encouraged to visit the [Port KC website](#) to become familiar with Port KC's properties and projects, included but not limited to the following:

- [The Port of Kansas City- Woodswether Terminal](#)
- [Berkley Riverfront](#)
- [Richards-Gebaur Commerce Park](#)
- [Missouri River Terminal](#)
- [Development Finance Projects](#)
- [Diversified Contractors Growth Fund](#)

Any contract awarded to the selected Firm shall be for a term of one (1) year, with 4 1-year renewals to be exercised at the option of Port KC.

It is anticipated the first year will have a not-to-exceed value of \$24,000, plus any possible special projects. The non-to-exceed values for any renewal will be negotiated by Port KC and the selected Firm in conjunction with any such renewal.

## **VI. TIMELINE AND GROUND RULES**

### **Timeline Summary:**

- August 19, 2019: RFP Issuance
- August 29, 2019: Deadline for Questions Submittal (at 3:00 p.m. CST time)

- September 13, 2019: Deadline for Proposal Submittal (at 3 p.m. CST time)
- September 23, 2019 Selection of preferred proposal/begin negotiations of contract terms
- October 1, 2019: Anticipated start date

**Questions:** Any questions must be submitted to [info@portkc.com](mailto:info@portkc.com) before August 29, 2019, at 3 p.m. Central Standard Time. All questions and answers will be posted anonymously on the RFP/Q page of Port KC's website. Any Firm or individual association with such Firm shall not otherwise contact Port KC staff with regards to this RFP prior to the deadline for proposal submittal.

**Submittal:** Any Firm responding to this RFP shall submit three (3) printed copies and one (1) electronic (USB or CD/DVD disc) copy. No fax or email proposals will be accepted.

Submittals must be received by Port KC at its offices located at 110 Berkley Parkway, Kansas City, MO 64120, no later than September 13, 2019 at 3 p.m. Central Standard Time. Late proposals, regardless of cause, will not be accepted.

## **VII. FORM OF RESPONSE**

Include the following information and address the following topics/questions:

- A cover letter including the name of the proposing organization, the name of the individual assigned to the project, email address, address and phone number.
- Key personnel
- Explanation of how the Firm will meet the stated scope of work
- Examples of similar projects, client experience and/or case studies.
- Proposed fee structure for work to be performed. A breakdown of services with proposed prices and terms and/or rate sheet.
- At least two and no more than three references.

All respondents are required to limit their proposals to 20 pages or less including any appendices.

## **VIII. FIRM SELECTION**

Proposals will be evaluated and scored by Port KC staff. Proposals will be evaluated using the following criteria:

- Overall match between the RFP requirements and proposal: Understanding of scope, objectives and completeness of response.
- Qualifications and previous work of the Firm.

- Demonstrated ability of the Firm to carry out marketing and communications services
- Cost effectiveness.

The staff may choose to conduct telephone, online or in person interviews with one or more Firms. Upon selection of a finalist Port KC will enter into contract negotiations. In the event that contract negotiations are unsuccessful, Port KC will commence negotiations with the next ranked Firm, and so on, until a contract has been successfully negotiated and executed. The anticipated start date is October 1, 2019.

The form of the contract attached hereto reflects Port KC's standard terms and conditions. Firms are strongly encouraged to review the same in determining whether to submit a proposal in response to this RFP.

## **IX. MISCELLANEOUS**

Failure to follow the procedures or abide by the timelines as set forth in this RFP may result in a Firm's disqualification.

Port KC shall have no financial responsibility for any costs or losses incurred as a result of a Firm's election to respond to this RFP.

Port KC reserves the right to reject any and all proposals submitted, to accept portions of one or more proposals. and to negotiate the terms of any proposal(s) in determining whether to award any contract(s).

## MARKETING AND COMMUNICATIONS SERVICES CONTRACT

THIS MARKETING AND COMMUNICATIONS SERVICES CONTRACT (“Contract”) is entered into as of October 1, 2019, by and between **THE PORT AUTHORITY OF KANSAS CITY, MISSOURI**, a political subdivision of the State of Missouri created pursuant to Section 68.010 *et seq.*, RSMO (“Port KC”), and \_\_\_\_\_ (“Contractor”). Port KC and Contractor agree as follows:

### PART I

#### SPECIAL TERMS AND CONDITIONS

##### Sec. 1. Compensation.

- A. The amount Port KC will pay Contractor under this Contract will not exceed \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_) unless an amendment to this Contract providing for additional compensation shall have been mutually executed by the parties. Compensation, up to the not-to-exceed amount set forth herein, shall be earned at the following rates:

Contractor will bill Port KC on a monthly basis based on itemized services performed during the previous month, and shall submit all invoices to the following address:

Port KC  
110 Berkley Plaza  
Kansas City, MO 64120  
Attn: Staff Accountant

- B. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by Port KC as a result of breach or default by Contractor, Port KC may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due Port KC from Contractor may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. Port KC is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- E. Contractor acknowledges and agrees that no work is guaranteed under this Contract. Furthermore, Contractor acknowledges and agrees that nothing in this Contract confers any right to, expectation of, or guarantee of a minimum number of assignments hereunder. Any work required shall be assigned by Port KC, and each assignment may include a schedule and term for the assignment, required deliverables and other matters. No work shall proceed without Port KC’s express, written authorization. Contractor is bound to deliver the services assigned even if Contractor incurs costs or expenses in performing the services beyond the “not-to-exceed” value for any given phase of the project; provided, however, that Port KC may approve reasonable overages on a case-by-case basis.

##### Sec. 2. Responsibilities of Contractor.

Contractor shall perform the services as are identified in **ATTACHMENT A**, attached hereto (“Scope of Services”). A notice of award issued by Port KC does not constitute a directive to proceed. Authorization to proceed will be evidenced by a properly authorized purchase order or other form of authorization given to Contractor at the sole discretion of Port KC.

**Sec. 3. Notices.**

All notices required by this Contract shall be in writing to the following:

Port KC: Port KC  
Attn: Communications Specialist  
110 Berkley Plaza  
Kansas City, MO 64120  
Phone: (816) 559-3723  
E-mail: [mshields@portkc.com](mailto:mshields@portkc.com)

With a copy to: Port KC  
Attn: General Counsel  
110 Berkley Plaza  
Kansas City, MO 64120  
Phone: (816) 559-3731  
E-mail: [mcoulter@portkc.com](mailto:mcoulter@portkc.com)

Contractor:

With a copy to:

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

**Sec. 4. Merger.**

This Contract consists of **Part I, Special Terms and Conditions** (“Part I”), **Part II, Standard Terms and Conditions** (“Part II”) as well any documents attached or otherwise incorporated by reference within any of the foregoing Parts I and II. This Contract constitutes the entire agreement between Port KC and Contractor with respect to this subject matter.

**Sec. 5. Construction of Parts/Exhibits.**

In the event of any conflict or ambiguity between Part I and Part II of this Contract, Part I will be controlling.

**Sec. 6. Term of Contract; Renewals**

The services to be provided by Contractor pursuant to this Contract shall initially begin on October 1, 2019 and shall terminate on September 30, 2020. Port KC may elect to renew the contact up to

four (4) times, each such renewal extending the contract for a single additional year, but shall not be obligated to do so. The exercise of any renewal shall be contingent on Port KC and Contractor having reached agreement as to the compensation to be paid to Contractor with respect to the renewal term at issue, and shall be evidenced by an amendment to this Contract executed by Port KC and Contractor.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]**

**THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

**PORT AUTHORITY OF KANSAS CITY,  
MISSOURI**

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

Jon D. Stephens  
President & CEO

\_\_\_\_\_

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

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

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

Approved as to form:

\_\_\_\_\_  
Brian T. Rabineau  
Deputy General Counsel

**PART II**  
**STANDARD TERMS AND CONDITIONS**

**Sec. 1. Indemnification.**

A. For purposes of Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by Port KC in the enforcement of this indemnity obligation, of any kind of character (including consequential and punitive damages).

b. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. **Port KC** means the Port Authority of Kansas City, Missouri and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless Port KC from and against all Claims arising out of or resulting from all acts or omissions in connection with this Contract, including but not limited to professional negligence and patent and copyright infringement, if applicable, caused in whole or in part by Contractor or Contractor's Agents, and regardless of whether or not caused in part by any act or omission, including negligence, of Port KC. Contractor is not obligated under this Section to indemnify Port KC for the sole negligence of Port KC.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of Port KC's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by other provision of law.

E. The right to indemnification set forth in this Section shall survive the termination or expiration of this Contract.

**Sec. 2. Insurance.**

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. In the event that additional insurance, not specified herein, is required during the term of the Contract, Contractor shall supply such insurance at Port KC's cost. Policies containing a Self-Insured Retention are unacceptable to Port KC unless otherwise approved by Port KC in writing.

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds;

- b. Contractual Liability;
  - c. Per Project Aggregate Liability Limit;
  - d. No Contractual Liability Limitation Endorsement;
  - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation: Statutory

Employers Liability:

\$500,000 bodily injury by accident – each accident

\$500,000 bodily injury by disease-policy limit

\$500,000 bodily injury by disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
4. Professional Liability Insurance, if applicable, with limits Per Claim of \$1,000,000.
5. Umbrella or Excess Liability coverage with limits of \$5,000,000.

B. The Commercial General, Automobile, and Umbrella Liability Insurance specified above shall provide that the Port KC and its agents, officials, officers, and employees, while acting within the scope of their authority, shall be named as additional insured's for the services performed under the Contract. At or before execution of the Contract, the Contractor must deliver to the Port KC a certificate of insurance showing all required coverage, endorsements, and additional insured's, and which will declare that the respective insurer may not cancel or fail to renew the same in whole or in part without giving to Port KC written notice of its intention to cancel or not renew at least thirty (30) days in advance.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VI" or better and are licensed or approved by the State of Missouri to do business in Missouri.

D. Contractor agrees that all insurance policies which it is required to carry pursuant to this Contract, will contain provisions to the effect that in the event of payment of any loss or damage, Contractor's insurers will have no rights of recovery against Port KC and its agents, officials, officers, and employees for loss or damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other insurance applicable to the work required pursuant to this Contract.

E. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the Port KC pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to Port KC. In the event Contractor fails to maintain the required insurance coverage in effect, Port KC may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of Port KC's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by other provision of law.

### **Sec. 3. Bonds.**

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by Port KC, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must be licensed by the State of Missouri to issue bonds in the State of Missouri and retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Missouri or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to Port KC

### **Sec. 4. Independent Contractor.**

Contractor is an independent contractor and is not Port KC's agent. Contractor has no authority to take any action or execute any documents on behalf of Port KC. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, social security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on work performed under the terms of this Contract.

### **Sec. 5. Payment.**

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by Port KC as a result of breach or default by Contractor, Port KC may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due Port KC from Contractor may be determined.

Contractor agrees that Port KC will not process Contractor's request for payment unless Port KC determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract.

#### **Sec. 6. Governing Law.**

This Contract shall be construed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. Port KC and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise *forum non conveniens* as an objection to the location of any litigation. Contractor shall comply with all applicable Laws related to the performance of the Contract. "Laws" means any local, State of Missouri and federal laws, statutes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, interpretations, licenses, permits or any similar form of decision or determination by, or any written interpretation or administration of, any of the foregoing by any governmental authority having jurisdiction over a party (as to that party), the Project, or the site of the Project, the operation of the Project, performance of the Contractor's scope of services, the Contract and each other document, instrument and agreement delivered hereunder or in connection herewith or the project, as applicable.

#### **Sec. 7. Compliance with Laws.**

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract, and shall, at its own expense, secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

#### **Sec. 8. Termination for Convenience.**

A. Port KC may, at any time upon sixty (60) days' notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If Port KC terminates this Contract, Port KC shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to Port KC any remaining sums within thirty (30) days of the effective date of termination. All work or materials prepared or obtained by Contractor pursuant to this Contract shall become Port KC's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

#### **Sec. 9. Default and Remedies.**

A. If Contractor shall be in default or breach of any provision of this Contract, Port KC may terminate this Contract, suspend Port Kc's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor thirty (30) days written notice and opportunity to cure such default or breach.

B. If Port KC shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving Port KC thirty (30) days written notice and opportunity to cure such default or breach.

C. All rights and remedies granted to Port KC herein and any other rights and remedies which Port KC may have at law and in equity are hereby declared to be cumulative and not exclusive. No provision in the Contract shall be construed, expressly or implied, as a waiver by Port KC of any existing or future right and/or remedy available by law in the event of any claim by Port KC of Contractor's default or breach of contract.

**Sec. 11. Acceptance.**

No payment made under this Contract shall be proof of satisfactory performance, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

**Sec. 12. Resolution of Claims.**

A. For purposes of this Section 12 only, the following terms shall have the meanings listed:

a. **Claims** means a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

b. **Port KC's Representative** means a person designated to act for the President and CEO of Port KC.

B. The Contractor must give written notice to Port KC's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless Port KC's President and CEO grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between Port KC's Representative and the Contractor, the Contractor must submit the Claim, in writing, to the President and CEO within five (5) calendar days after the Contractor and Port KC's Representative have agreed that they cannot resolve the Claim. The submittal shall succinctly state the issues and the respective position of the Contractor.

D. The President and CEO shall review the written statement and reply in writing within ten (10) business days. The President and CEO may extend this period if necessary by notifying the Contractor.

E. Absent fraud, gross mistake or bad faith, the President and CEO's decision shall be final and binding on Port KC and the Contractor.

F. All administrative procedures set forth in this Contract must first be exhausted before suit is filed.

G. The time frame for the President and CEO's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

H. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to Port KC during the mediation process

or of which the Contractor had knowledge and failed to present during the administrative procedures.

**Sec. 13. Waiver or Modification.**

A. No provision of this Contract may be waived, modified or amended except in writing signed by the party against whom enforcement is sought.

B. If Port KC shall waive any provision of this Contract, it shall not operate as a waiver of the Contractor's subsequent breach or noncompliance with the provision. Port KC shall be entitled to invoke any contractual or legal remedy available to Port KC despite any of Port KC's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

**Sec. 12. Headings; Construction of Contract.**

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 13. Merger.**

This Contract, including any referenced attachments, constitutes the entire agreement between Port KC and Contractor with respect to this subject matter, and supersedes all prior agreements, whether written or oral, between Port KC and Contractor with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Contract.

**Sec. 14. Severability of Provisions.**

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 15. Records.**

Contractor shall maintain and retain, and shall require its subcontractors to maintain and retain, all documents, books, papers, photographs, maps, sound recordings or other materials, regardless of physical form or characteristics, made or received in connection with this Contract for a term of five (5) years that shall begin after the expiration or termination of this Contract. Port KC shall have a right to examine or audit all such records and Contractor shall provide access to Port KC within ten (10) calendar days' written notice from Port KC.

**Sec. 16. Minority and Women's Business Enterprises.**

Port KC is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate

to the maximum extent possible in Port KC contracts. If goals have been established for this Contract, Contractor agrees to exercise good faith efforts in awarding subcontracts in a manner as to implement Port KC's policy objectives.

**Sec. 17. Non-Discrimination.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or natural origin, sex, handicap or disability, age, familial status, marital status, sexual orientation or gender identity.

**Sec. 18. Missouri Preference Policies.**

Pursuant to Section 71.140 RSMo, Contractor shall give preference to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

**Sec. 19. Assignability & Subcontracting.**

A. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of Port KC. If Contractor shall assign or transfer any of its obligations or interests under this Contract without Port KC's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

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

**Sec. 20. Contractor's Business Practices.**

Contractor shall adopt and use generally accepted accounting principles in Contractor's operations. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase the equipment and materials by competitive bidding whenever required by law or whenever practical. Contractor shall identify, label, protect and release to Port KC at the termination of this Contract, all non- expendable equipment purchased with funds provided under this Contract.

**Sec. 21. Conflicts of Interest.**

Contractor certifies that no officer or employee of Port KC has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of Port KC, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning

employment to perform services on behalf of Contractor in this Contract.

**Sec.22. Gratuities/Kickbacks.**

A. Contractor certifies that it has not and will not offer or give any Port KC employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract, of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity to Port KC in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal thereof.

B. Contractor certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contractor of a higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Sec. 23. Tax Compliance.**

Contractor shall remain in compliance with the license and tax ordinance administered by the City of Kanas City, Missouri during the term of this Contract and shall furnish Port KC sufficient evidence of the same if so requested. No local, state (including State of Missouri), or federal taxes of any kind shall be withheld or paid by Port KC on behalf of Contractor in connection with payments made by Port KC hereunder. Contractor shall be responsible for determine the amount of and making all applicable tax payments.

**Sec. 24. Rules of Contract Construction.**

Port KC and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted. Should Port KC and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of Port KC is final and controlling.

**Sec. 25. Binding Effect.**

This Contract shall be binding upon Port KC and Contractor and their successors in interest.

**Sec. 26. Representations and Warranties.**

Port KC and Contractor certify that they have the power and authority to execute and deliver this Contract, to use the funds as contemplated hereby and to perform this Contract in accordance with its terms.

**Sec. 27. Survival.**

Expiration or termination of this Contract for any reason shall not operate to release Contractor from any liability or obligation set forth in this Contract that, by its nature would be intended to be applicable following such termination, including provisions regarding confidentiality, indemnification, records, audit, and invoicing.

**Sec. 28. Licenses.**

Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, insurance, waiver, permit, qualification or certification required by applicable Law.

**Sec. 29. Bankruptcy or Insolvency.**

Upon filing for any bankruptcy or insolvency proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify Port KC immediately. Upon learning of any such actions, Port KC reserves the right, at its sole discretion, to either cancel the Contract or affirm the Contract and hold Contractor responsible for damages.

**Sec. 30. Intellectual Property Matters.**

Contractor agrees that any deliverables prepared pursuant to this Contract are “works made for hire,” and the property of Port KC. For avoidance of doubt, Port KC shall have the right to use, duplicate and disclose the subject matter, in whole or in part, in any manner for use in connection with procurement of the project and administration of any public-private agreement, to include disclosure as may be required under applicable public information laws. If any deliverable is subject to copyright protection, Contractor hereby grants, and shall cause any subcontractor to grant on the same terms, to Port KC a royalty-free, nonexclusive, perpetual, irrevocable license to reproduce, publish and use such copyrighted information, to include the right to authorize others to do so. Contractor shall include applicable provisions to achieve this purpose as a term or condition in all subcontracts entered into that may produce information subject to copyright protection.

**Sec. 31. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by Port KC, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to Port KC prior to execution of the Contract, or at any point during the term of the Contract if requested by Port KC.

**Sec. 32. Confidential Information**

Contractor shall not, during the time of rendering services to Port KC or thereafter, disclose to anyone other than authorized employees of Port KC (or persons designated by such duly authorized employees of Port KC), or use for the benefit of Port KC and its employees or for any entity other than Port KC, any confidential information of Port KC. Confidential information of Port KC means any and all non-public information regarding its operations, programs, plans, passwords or other affairs that is disclosed, accessed or generated in the course of this Agreement, regardless of its form, including but not limited to, the terms and conditions of this Agreement and the Work Product (as defined in Section 9 below) generated pursuant to this Agreement. Contractor shall make commercially

reasonable efforts to protect Port KC's confidential information from unauthorized use or disclosure. Without limiting the foregoing, Contractor shall advise all who participate in performance of the Public Relations Services of the confidential and proprietary nature of the information and that they are prohibited from using or revealing such confidential information or from taking any action otherwise prohibited by this Agreement.

### **Sec. 33. Social Media Accounts**

Port KC grants Contractor permission to access and post on Port KC's social media accounts on behalf of Port KC. Contractor shall only provide Port KC passwords to authorized employees and is responsible for educating authorized employees on proper use and misuse of Port KC passwords. Port KC reserves the right to request that Contractor remove any content posted by Contractor, or make changes to already posted media. Port KC reserves the right to change passwords at any time. Contractor shall not change any password provided by Port KC. Contractor may obtain password information from the Vice President of Corporate Communications or the President of Port KC.

**ATTACHMENT A**  
**SCOPE OF SERVICES**