

**REQUEST FOR PROPOSALS FOR
LEGAL COUNSEL
VISIT KC**

- 1. Purpose.** This is a Request for Proposals for Legal Counsel Services issued by Visit KC (“VKC”). VKC is a Missouri general not for profit corporation organized as a 501(c)(6) for federal tax purposes. Counsel selected under this proposal would provide legal counsel and represent VKC for certain legal services, as described herein.
- 2. Deadline.** VKC will receive proposals until the Close of Business on **April 10, 2026**. Proposers shall email an electronic copy of their proposal (preferably PDF) to rlandes@visitkc.com. VKC reserves the right to change or extend the deadline for any reason and the VKC may accept late proposals when it is in the best interest of VKC.
- 3. Request for Proposals.** The Request for Proposals for this contract contains the following:
 - a. Exhibit A, containing the Scope of Work and Contents of Proposal for this RFP;
 - b. Exhibit B, containing a sample VKC legal services contract.
- 4. Proposal Submittals.**
 - a. To be given consideration, your Proposal should include the following, completed in full:
 - (1) Your proposal in strict compliance with Exhibit A;
 - (2) Other required documents, upon request.
 - b. The Proposal may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.
- 5. Litigation against VKC.** VKC will not hire attorneys or firms who represent a party in litigation against VKC.
- 6. Definition of Request for Proposal.** This Request for Proposals (RFP) is an invitation by VKC for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of a Proposal does not create any right in or expectation to a contract with VKC.
- 7. Selection.** VKC will select what in its sole judgment it determines to be the Proposal that will be in the best interests of VKC. Interviews may be held with finalists, prior to final selection and contract award.
- 8. Late Proposals.** Proposals and modifications of proposals received after the exact hour and date specified for receipt will not be considered unless: (1) they are sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the prior to the submission deadline; or (2) if submitted by mail, common carrier or contract carrier it is determined by VKC that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to VKC, but is at a different VKC location than that specified in this RFP; or (4) VKC extends the time after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) it is in the best interest of VKC to accept

the proposal.

9. **Change in RFP and Contract.** VKC reserves the right at any time to add to, delete, modify, or enlarge this RFP, including any specifications and/or statement of work, the proposed contract, the terms and conditions and any subsequently executed contract.
10. **Discussions, Negotiations, and Interviews with Proposers.** Proposals may be evaluated and award made with or without discussions and/or negotiations with Proposers. VKC also reserves the right to discuss and negotiate anything and everything with any Proposers at any time. VKC reserves the right to request additional information or conduct interviews with any or all Proposers. Negotiations by VKC will not be deemed a counteroffer or a rejection of any original Proposal.
11. **Rejection of Proposals.** VKC reserves the right to reject any and all proposals.
12. **Best and Final Offers (BAFOs).** VKC reserves the right to request one or more best and final offers. This may include including submission of a new proposal.
13. **Disclosure of Proprietary Information.** A Proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
 - a. marking each page of each such document prominently in at least 16-point font with the words “Proprietary Information;”
 - b. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
 - c. 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.

After either a contract is executed pursuant to the RFP, or all Proposals are rejected, if access to documents marked “Proprietary Information,” as provided above, is requested under the Missouri Sunshine Law, VKC 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. Notwithstanding the foregoing, in response to a formal request for information, VKC reserves the right to release any documents if VKC determines that such information is a public record pursuant to the Missouri Sunshine Law.

14. **Closed Records.** All Proposals and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until all Proposals are rejected.
15. **Withdrawal of Proposals.** Proposers may withdraw their Proposals prior to the date and time set for receipt of Proposals only with the written consent of VKC. Proposers will be bound by their Proposals for 120 days from the date set for receipt of Proposals. Proposals cannot be withdrawn within this 120-day period.
16. **Waivers.** The VKC CEO or her delegate at any time may waive any requirements imposed by this solicitation or by any VKC regulation when failure to grant the waiver will result in an increased cost to VKC and the requirement waived would be waived for all Proposers for this solicitation and it is in the best interest of VKC to grant the waiver. VKC may at any time waive any requirements imposed in this solicitation when it finds failure to grant the waiver would be detrimental to preserving the public health, welfare, safety or essential operations of

VKC; or the waiver is necessary in order to participate in a purchasing pool or cooperative or a contract derived from a purchasing pool or cooperative; or the good, supply, material, equipment or service is from a sole source; or failure to grant the waiver would result in an increased cost to VKC, the requirement is one that would be waived for any bidder or proposer responding to the solicitation, and it is in the best interest of VKC to grant the waiver; or it is otherwise in the best interests of VKC for any other reason as determined by the VKC. VKC reserves the right to waive any irregularities and/or formalities as deemed appropriate.

- 17. Proposal Costs.** All costs incurred by a Proposer in preparation of Proposer's submittal (including costs associated with interviews, if any) will be borne by the Proposer. VKC is not responsible for any costs associated with this proposal submission.
- 18. Ownership of Proposals.** All proposals and supplementary material will become the property of VKC when submitted.
- 19. Disclaimer.** The information contained in this RFP, attachments hereto and any addenda that may be issued is provided to assist prospective Proposers in the preparation of proposals. VKC assumes no responsibility for the use of this information by Proposers and does not guarantee the accuracy of the information.
- 20. Evaluation Criteria.** Any evaluation criteria or weighting of criteria is used by VKC only as a tool to assist VKC in selecting the best proposal for VKC. VKC may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation to a contract regardless of any score or ranking given to any Proposer.
- 21. Minority/Women Business Enterprise Program.** VKC 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 VKC contracts. VKC can provide a link to the City of Kansas City, Missouri's D/M/WBE Directory upon request.
- 22. Pre Bid Conference.** An optional pre bid Teams call will be held on March 25, 2026, at 9:00 a.m., CDT.

Join: <https://teams.microsoft.com/meet/27309743367368?p=ZmjW2gnO8BVgIE7wSc>

Meeting ID: 273 097 433 673 68

Passcode: 3GM2EC3X

Dial in by phone

+1 816-702-6479, 927604942#

- 23. Questions.** All questions regarding this RFP must be submitted in writing. Questions received less than three (3) days prior to the Submittal Date may not be answered. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all known Proposers. Oral or other interpretations or clarifications shall be without legal effect. Submit written questions to:

Randall J. Landes
Sr. Vice President/CAO
Visit Kansas City
1100 Walnut Street
Suite 3450A
Kansas City, Missouri 64106
Phone: 816-691-3814
Email: rlandes@visitkc.com

With a copy to:

Nelson Munoz
Deputy City Attorney
Law Department
23rd Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Phone: (816) 513-3141
Email: nelson.munoz@kcmo.org

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EXHIBIT A

Scope of Work

Legal counsel and representation of VKC that may include following services:

1. Registered agent
2. Corporate governance including but not limited to securing compliance with the Missouri Sunshine Law requirements and attendance at board and committee meetings as requested by VKC.
3. Intellectual property and digital assets*
4. Brands, trademarks, and copyrights*
5. Contracts, agreements, and sponsorships
6. Employment law and human resource issues
7. Real and personal property matters including leases, subleases, and parking agreements
8. Development incentives
9. Taxes and insurance
10. Litigation as needed

*Note: Firms specializing in intellectual property, digital assets, brands, trademarks, and copyrights may submit a proposal for this work only.

Contents of Proposal

Your proposal should include the following. You may add any additional information you deem necessary or helpful.

1. Name of the firm and full contact information.
2. A brief description of the firm, including the total number of attorneys.
3. Personnel to be involved.
 - a. *Key Personnel.* Provide the names, résumés and qualifications of the key personnel (attorneys) who will be assigned to work with VKC during this representation. Please list where key personnel are licensed to practice.

- b. *Additional Attorneys Expected to be Involved.* Provide the names and qualifications of the key personnel (attorneys) who will be assigned to work with VKC during this representation. Please list where any additional attorneys are licensed to practice.
 - c. *Designation of other staff members who may assist the principal or partner.* If a list of names is not available, please describe your firm's use of staff members (such as paralegals or other professionals) who may assist in this representation.
 - d. *Demonstration of experience* in providing outsourced legal services to not-for-profit 501(c)(6) organizations including a minimum of three (3) similar clients.
 - e. *MBE/WBE.* State if you intend to use any Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as part of your team. If possible, list any MBE/WBEs and the possible goals that you intend to reach.
4. List and describe firm resources that are available for this representation.
5. Disclose any and all potential conflicts of interest as set forth in Rule 4 of the Missouri Rules of Professional Conduct (including 4-1.7 through 4-1.11), as well as any other potential conflicts of interest.
6. Disclose whether your firm, either in an individual or firm capacity, represents any party in litigation against VKC as of the date of your proposal. If such representation exists, please list and describe the representation with an indication of the current status of that representation and expected end date.
7. Identify any claims paid or final judgments for legal malpractice against you (firm and/or individuals) within the last ten (10) years and the nature of the claim or judgment. Identify any pending claims (including claims being litigated) for legal malpractice against you (firm and/or individuals) and the nature of the claim and its current status.
8. Disclose any pending or prior professional disciplinary actions taken against the firm or its members or key personnel within the last ten (10) years.
9. Submit a statement regarding your professional errors and omissions insurance coverage. VKC requires an all-risk policy with no exclusion for the work that will be part of this representation.
10. Describe and set forth your proposed fees and costs. Propose a compensation structure, including how expenses are handled, and what if any costs or expenses you expect VKC to compensate.

EXHIBIT B
VISIT KC
SAMPLE LEGAL SERVICES
CONTRACT

This contract is entered into between Visit KC, a Missouri nonprofit corporation (“VKC”) and _____, a _____ (“Contractor”).

RECITALS

VKC is authorized to engage outside attorneys on behalf of VKC to assist VKC in its representation of VKC and its officers and employees and provide legal representation, support, and resources, as well as specialized legal advice to VKC.

Contractor is experienced in providing legal representation in the areas of the law deemed necessary by VKC and has the necessary resources to do so. The parties agree as follows:

SECTION 1. SCOPE OF SERVICES

- A. The VKC hereby retains and employs Contractor to provide legal representation of the VKC, its duly authorized officers and employees, as the Contractor’s areas of concentration and experience may allow *[regarding the Scope of Work described in Exhibit A of the RFP]* (“Services”).
- B. The Services provided pursuant to the Contract are nonexclusive and VKC is not limited by this Contract from entering other Contracts for legal services with other attorneys, nor is VKC required by this Contract to assign any specific legal matters or volume of legal matters to Contractor.

SECTION 2. TERM

VKC agrees to retain Contractor from the date of this Contract through April 30, 2031. Contractor will undertake to represent VKC to the conclusion of each matter assigned, even if the conclusion extends beyond the term of this Contract. VKC is authorized to enter into a one-year amendment to extend the Term and time of performance for this Contract and the Attorney Fees paid for in this Contract and an additional two-year amendment during the term of a subsequent request for proposal process.

SECTION 3. ATTORNEY FEES

- A. Contractor will provide VKC with legal services under this Contract at the following rates and charges. Hours of service shall be billed based on increments of no less than one/tenth of an hour and shall represent actual time spent, rather than a standard charge for the activity performed.

Attorneys:
[insert attorney name and billing rate here]
Paralegals:

Hourly Rates:
\$ _____ per hour.
\$ _____ per hour

Contractor agrees to assign matters to paralegals and law clerks to achieve the most cost-effective service in VKC’s best interest. Contractor agrees not to bill for the services of more than one attorney (or paralegal/law clerk or combination of attorney, paralegal/law clerk who attends the same meeting, conference or event unless approved in advance. Contractor agrees to assign work to attorneys, paralegals, and law clerks in a manner to achieve the most cost-effective benefit to VKC as is in VKC’s best interest.

- B. It shall be a condition precedent to payment of any invoice from Contractor that it be in compliance with, and not in breach or default of, all terms, covenants, and conditions of this Contract. If damages are sustained by VKC as a result of breach or default by Contractor, VKC may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due VKC 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. VKC is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

SECTION 4. GENERAL INDEMNIFICATION

- A. For purposes of this Section 4, the following terms shall have the meanings listed:
 - 1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs, and reasonable attorneys' fees, including attorneys’ fees incurred by VKC in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.
 3. **VKC** means VKC and its agents, officials, officers, and employees.
- B. Nothing in this section shall apply to indemnification for professional negligence which is specified in Section 5 of this Contract.
- C. Contractor shall defend, indemnify, and hold harmless VKC from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of VKC. Contractor is not obligated under this Section to indemnify VKC for the sole negligence of VKC.
- D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of VKC's rights, defenses or other official immunities and protections as provided by the federal and state constitutions or by law.

SECTION 5. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE

Because the Contractor is prohibited under the terms of its professional liability policy from entering a contract that expands the Contractor's duties as attorneys or expands the Contractor's liability for any negligence beyond that dictated by the applicable tort law; and because both parties wish for the Contractor's professional liability coverage to fully cover Contractor for any professional negligence, the parties agree that the Contractor does not hereby undertake to indemnify the VKC, but rather, Contractor will be fully liable in tort for any damages VKC incurs that are proximately caused by the Contractor's professional negligence.

SECTION 6. INSURANCE

- A. The Contractor shall procure and maintain in effect throughout the duration of this Contract insurance 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 this Contract, the Contractor shall supply such insurance at VKC's cost. Policies containing a Self-Insured Retention are unacceptable to VKC unless VKC approves in writing the Contractor's Self-Insured Retention.
1. Commercial General Liability Insurance: 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. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - c. No Contractual Liability Limitation Endorsement.

d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor does not own any vehicles, coverage shall be provided on a "hired autos" and "non-owned autos" basis. The insurance will be written on a Commercial Business Auto form, or an 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 the Contractor.

4. Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- B. The Commercial General Liability Insurance specified above shall provide that VKC and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. The Contractor shall provide to VKC at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “A-V” or better and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Contractor’s failure to maintain the required insurance coverage will not relieve the Contractor of its contractual obligation to indemnify VKC pursuant to Section 4. 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 VKC. In the event of Contractor’s failure to maintain the required insurance in effect, VKC may order the 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.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of VKC’s rights or defenses with regard to any and all immunities and protections as provided by the federal and state constitutions or by law.

SECTION 7. TERMINATION

VKC has the right to terminate this Contract, in whole or in part, without penalty, by notifying Contractor in writing of such termination upon ten (10) days prior to the effective date of such termination. Such notification of termination shall state the effective date of termination. In the event of such termination, Contractor shall, unless otherwise mutually agreed upon in writing,

cease all services immediately, except such services that are necessary to wind-up, in a cost-effective manner, all services being provided.

In the event of termination, Contractor shall be paid compensation for services performed and properly billed pursuant to the terms of this Contract to the effective termination date.

SECTION 8. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract, nor shall Contractor subcontract the provision of Services under this Contract, without prior written consent of VKC. If Contractor shall assign or transfer any of its obligations or interests under this Contract without VKC'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.

Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by VKC. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to VKC for the negligent acts, errors, omissions, or neglect of any subcontractor and of such subcontractor's officers, agents, and employees. VKC shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. VKC's right shall be exercisable in its sole and subjective discretion. VKC 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.

SECTION 9. MINORITY AND WOMEN'S BUSINESS ENTERPRISES.

VKC desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of VKC contracts. Although goals have not been set for this project, the VKC encourages the use of MBE/WBE whenever possible. VKC utilizes the City of Kansas City, Missouri's D/M/WBE Directory and may provide a link upon request.

SECTION 10. AMENDMENT AND MODIFICATION

No provision of this Contract will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by VKC and the authorized agents of Contractor.

SECTION 11. COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this contract.

SECTION 12. GOVERNING LAW

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. VKC 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.

SECTION 13. CONFLICTS

Contractor warrants that it has used due diligence to determine if it has a conflict in representing VKC and that it does not except as specifically detailed in a separate document provided to VKC. By executing this Contract, the Contractor and VKC have agreed that the representation contemplated in this Contract has been approved by VKC and by those clients of the Contractor who must also consent to the representation due to the conflict. During the term of this Contract, the Contractor may not represent a client whose position may be adverse to VKC without obtaining VKC's prior written consent to the adverse representation in accordance with the Rules of Professional Conduct.

SECTION 14. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and not an employee of VKC. No permitted or required approval by VKC of documents or the Services of the Contractor shall be construed as making VKC responsible for the manner in which the Contractor performs the Services or for any negligence, errors, or omissions of the Contractor. Such approvals are intended only to give VKC the right to satisfy itself with the quality of the Services performed by Contractor and Contractor specifically retains its independence of professional judgment.

SECTION 15. EXCLUSIVE BENEFIT OF THE PARTIES/NO THIRD-PARTY RIGHTS

Except as specifically provided in this section, this Contract is not intended to create any rights, benefits, powers, or interests in any third party and this Contract is entered into for the exclusive benefit of VKC and the Contractor.

SECTION 16. RECORDS

- A. For purposes of this section:
1. “VKC” shall mean the VKC department administering this Contract and their delegates and agents.
 2. “Record” shall mean any document, book, paper, photograph, map, sound recordings, or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. VKC shall have a right to examine or audit all Records and Contractor shall provide access to VKC of all Records upon ten (10) days written notice from VKC.
- C. The books, documents, and records of Contractor in connection with this Contract shall be made available to VKC department administering this Contract within ten (10) days after the written request is made.

SECTION 17. SEVERABILITY

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that 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.

SECTION 18. PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that no person or entity has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, VKC shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

SECTION 19. NOTICES

All notices required by this Contract shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

Visit KC:
Randall J. Landes
Sr. Vice President/CAO
Visit Kansas City (VKC)
1100 Walnut St., Suite 3450A
Kansas City, Missouri 64106
Phone: 816-691-3814
Email: rlandes@visitkc.com

Contractor:

Either party may, at any time and from time to time, change its representative or address by written notice to the other.

SECTION 20. ENTIRE CONTRACT

This Contract and the accompanying Legal Representation Guidelines constitute the entire Contract between the parties and may only be modified, supplemented, or amended by a written Contract signed by both parties. In the event of any inconsistency between the terms of this Contract and the Legal Representation Guidelines, the terms of this Contract shall prevail; if there is any inconsistency between oral direction and the Legal Representation Guidelines, the Legal Representation Guidelines shall prevail.

SECTION 21. TIME OF ESSENCE

Time is of the essence as to each and every provision of this Contract.

SECTION 22. EMPLOYEE ELIGIBILITY VERIFICATION

If this Contract exceeds five thousand dollars (\$5,000.00), the Contractor shall execute and submit an affidavit, in a form prescribed by VKC, affirming that the 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). The 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 operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. 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. The Contractor shall submit the affidavit and attachments to VKC prior to execution of the Contract, or at any point during the term of the Contract if requested by VKC.

SECTION. 23. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

SECTION 24. Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state, or federal law or regulation.

SECTION 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

SECTION 26. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

SECTION. 27. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity, or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit 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 Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO 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 CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO 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 CREO 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 CREO within thirty (30) days from the date the subcontract is executed.

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

SECTION 27. AUTHORITY

The Contractor represents and warrants that the person signing this Contract on behalf of the Contractor has all requisite authority to bind the Contractor to the terms and obligations of this Contract.

VISIT KC

By: _____
Randall J. Landes
Sr. Vice President/CAO
Date: _____

CONTRACTOR

By: _____
[Name] _____
[Title] _____
Date: _____

