REQUEST FOR PROPOSALS
SOLICITATION INFORMATION AND SELECTION SCHEDULE*

Solicitation Number: 2026-028

Solicitation Title: EMS Billing Audit

Release Date: October 1, 2025

Final Date and Time for Inquiries: date time (local time)

Proposal Due Date and Time: October 30, 2025 at 3:00 PM (local time)

Shortlist Announced for Oral Interviews**: November 7, 2025

Oral Interviews** (if necessary): week of November 17, 2025

Target City Council Award Date: TBD

Anticipated Agreement Start Date: TBD

Procurement Officer: DeeDee Tschirhart | 816-9691087 | deedee.tschirhart@cityofls.net

* The City of Lee's Summit reserves the right to amend the solicitation schedule as necessary.

** In the event that a Contractor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

Any amendment to or deviation from the City's Standard Terms and Conditions may lead to your bid being rejected as non-responsive to this RFP.

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SECTION A

I. RFP PROCESS; AWARD OF AGREEMENT

1.1. Purpose; Scope of Work. The City of Lee's Summit (the "City") is issuing this Request for Proposals ("RFP") seeking proposals ("Proposals") from qualified, licensed firms ("Contractors") interested in providing an EMS Billing Audit (the "Service"), as more particularly described in Section B, "Scope of Work" of this RFP. In accordance with the City's Procurement Policy, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2. Preparation/Submission of Proposal. Firms are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. Any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications shall be considered as "irregular" or "non-responsive" and rejected. Unauthorized conditions, limitations, or provisions shall also be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:
   i. Firm does not meet the minimum required skill, experience, or requirements to perform or provide the Services;
   ii. Firm has a past record of failing to fully perform or fulfill contractual obligations;
   iii. Firm cannot demonstrate financial stability; or
   iv. Firm's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal. Proposals may be submitted (i) via a hard copy to the City at the Procurement and Contract Services, City of Lee's Summit City Hall, 220 Southeast Green St., Lee's Summit, MO 64063 OR (ii) electronically via www.PublicPurchase.com. Responses submitted on paper, if allowed, shall be sealed and clearly marked with the RFP title, number and Procurement Officer's name on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed envelope. If responses are dropped off in City Hall, Bidder should drop off the sealed bid at the Treasury counter and obtain a receipt showing their response was delivered prior to the opening date and time. Hard copy responses and electronically submitted responses via Public Purchase, shall remain sealed until the solicitation Deadline.

C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the RFP criteria (excluding cover letter, Forms 1, 2, 3, 4, Vendor Information Form, but including the materials necessary to address program understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional program-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial, Calibri, or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Each Proposal shall be submitted with the following documents:
   i. A cover letter with a signature by a person authorized to bind the Firm. Proposals submitted without a cover letter with a signature by a person authorized to bind the Firm shall be considered non-responsive.
   ii. Vendor Information Form, with a signature by a person authorized to bind the Firm
   iii. FORM 1 Proposer Profile
   iv. FORM 2 Key Outside Consultants/Subcontractors
   v. FORM 3 Experience/References
   vi. FORM 4 Resumes of Key Personnel and Certifications (if any).
   vii. Form 5 Project Approach Narrative. Provide detail project approach including but limited to: Project Schedule, Detailed response to the City's needs, Roles of all involved parties clearly identified,

Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere, proposed communication process.

viii. Form(s) 6 Fee Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Section B of this RFP. (use any or all form necessary-remove any that don't apply.)

ix. Acknowledgment page, with a signature, for any Addendum(s) received.

D. Firm Responsibilities. All Firms shall (1) examine the entire RFP; (2) seek clarification, prior to the Final Date and Time for Inquiries, of any item or requirement that may not be clear; (3) check all responses for accuracy before submitting a Proposal; and (4) submit the entire Proposal before the Proposal Due Date and Time. Late Proposals will not be considered. A Firm submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittal. All Proposals submitted via Public Purchase shall remain sealed until after the Proposal Due Date and Time. Hard copy submittals shall be sealed and clearly marked with the RFP number, title and Procurement Officer's name on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. If proposals are dropped off in City Hall, Bidder should obtain a receipt showing their proposal was delivered prior to the opening date and time. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed oridentified.

F. Address. Samples and proposals submitted on paper, if allowed, shall be directed to the following address: Procurement and Contract Services, 220 Southeast Green Street, Lee's Summit, Missouri 64063, or hand-delivered to the 1st Floor, North End, Cashier/Treasury Counter. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Firm (or designated representative) may amend or withdraw its Proposal on Public Purchase. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date andTime.

1.3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Firm is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4. Inquiries; Interpretation of Specifications; Scope of Work.

A. **Inquiries**. Any question related to the RFP, including any part of the Specifications, Scope of Work, or other Agreement Documents, shall be submitted only via Public Purchase before the Final Date and Time for inquiries using the Questions section for the RFP on Public Purchase. Questions unrelated to the RFP may be directed via email to the Procurement Officer whose name appears on the cover page of this RFP. Hand-delivered, mailed, verbal, or telephone inquiries directed to City staff **will NOT be answered**. Within two (2) business days following the Final Date and Time for Inquiries, unless otherwise extended, listed on the cover page of this RFP, answers to questions received will be posted in the Question and Answer section on Public Purchase. If an answer to a question results in a change or clarification to the specifications, the City will issue an Addendum via Public Purchase. Firm is responsible to look at Public Purchase to find answers to submitted questions. Failure to look at Public Purchase does not excuse Firm's failure to comply with any requirements of the RFP. The City will not respond to inquiries submitted after the Final Date and Time for Inquiries. Any interpretations or corrections of the RFP and proposed Services Agreement will be made only by addendum(s) duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations.

B. Pre-Proposal Conference. If the City has scheduled a Pre-Submittal for this RFP, the date and time of such conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Proposal Conference is designated as mandatory, failure to attend shall render that Firm's Proposal non-responsive. Firms are strongly encouraged to attend those Pre-Proposal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

1.5. Addendum. It shall be the Firm's responsibility to check for addendum(s) issued to this RFP. Any addendum issued by the City relating to this RFP will be available on Public Purchase, the City's e-procurement website.

1.6. Public Record. All Proposals shall become the property of the City. After Agreement Execution, Proposals shall become public records and shall be available for public inspection in accordance with the City's Procurement Policy and the Missouri Sunshine Law, except that any portion of a Proposal that was designated as confidential pursuant to Section 1.7 below shall remain confidential from and after the time of Agreement Execution to the extent permitted by Missouri law.

1.7. Confidential Information. If a Firm believes that a Proposal, Specification, or protest contains information that qualifies as a closed record pursuant to Chapter 610, RSMo., Firm shall submit a written statement, including the supporting legal citation, advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Firm as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Firm, in writing, of such determination.

1.8. Firm Licensing and Registration. The awarded Firm shall secure and maintain all applicable licenses and registrations imposed by law, regulation, or ordinance and pay all charges and fees, which shall include valid registration with the Missouri Secretary of State (if applicable) and a current City Business License. Before issuance of an Agreement to the successful Firm, proof of the licenses (i.e. copy of the paid receipt or the actual license) shall be provided to the Procurement Officer. It shall be the responsibility of the successful Firm to contact the Development Center, (816) 969-1220, https://cityofls.net/development-services/doing-business/business-and-contractor-licensing, for information to obtain business licenses.

1.9. Certification. By submitting a Proposal, the Firm certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of any law, regulation, order, or ordinance, including Federal Executive Order 11246, as amended.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Agreement. In the event that the resultant Agreement is canceled pursuant to a violation of a certification, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Firm an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False Statement. The signature on the Proposal and the Vendor Information Form is genuine. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false statement, shall void the submitted Proposal and any resulting Agreement, and the Firm may be debarred from further participation in the City.

F. Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed

the attached sample Services Agreement including the Scope of Work and other Exhibits.

1.10. Award of Agreement.

A. Selection. A selection committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened after the designated date and time on the cover page of this RFP. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Firm whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Firm, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Firms who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Firm will be required to execute the City's Services Agreement in a form acceptable to the City Attorney. A proposed Services Agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Firm, the City may then negotiate with the second, then third, highest-scoring Firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to (1) waive any immaterial defect informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Firm may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Policy.

1.11. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Firm's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Firm has signed, and the City has approved, a Services Agreement between the City and the Firm in the form acceptable to the City Attorney. A proposed Services Agreement is included herein.

1.12. Required Agreement Documents. Awarded Proposer(s) shall provide the following applicable documents within ten (10) days after the City issues Notice of Award. The City shall not execute the Services Agreement until all of the documents are received.

A. Final Negotiated items;
B. Certificate from Secretary of State with Missouri Charter Number or Exemption Number;
C. City of Lee's Summit Business License;
D. Certificate of Insurance naming the City of Lee's Summit and **complete endorsement documents** for the endorsements required in Section 12 "Insurance" of the Services Agreement;
E. Completed Vendor Information form and current W-9;
F. E-verify Signature Page; and
G. Work Authorization Affidavit.

II. PROPOSAL FORMAT; SCORING

Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with the highest ranked Firms based upon the Proposal submittal scoring.

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: (1) a review and evaluation of all responsive proposals and (2) the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals
Members of the Selection Committee will review and score each responsive proposal based on the criteria identified in Attachment I to this RFP.

The Proposal Score Sheet for the evaluation of the proposals is included as Attachment I of this document.

The Selection Committee may request additional submittals. Scores identified on the Proposal Score Sheets submitted by the Selection Committee will be utilized to create a Composite Score Sheet.

The Project Manager and Selection Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest scoring firm based on overall composite score results. If it is determined by the Project Manager and Selection Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process. If the City is unable to successfully negotiate an agreement with the highest ranked firm, the City will terminate negotiations with such firm and may begin negotiations with the next highest ranked firm.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Selection Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews
The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Selection Committee. Oral interviews may be conducted in order to make a final determination of the top scoring firm if the City determines interviews are necessary.

The Interview Score Sheet for the evaluation of interviews is included as Attachment II of this document. Scores identified on the Interview Score Sheets submitted by the Selection Committee will be utilized if applicable to create a Composite Interview Score Sheet.

The Project Manager will check reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

Upon selection of the top scoring firm, the City may negotiate the final scope of work, specifications, conditions and terms of the agreement including cost.

ATTACHMENT I

PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	30 Point Questions	20 Point Questions	10 Point Questions
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	Evidence of Experience & References with Similar Projects Consider experience and references listed by the firm/provider. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	30	_____
2	Expertise of Firm/Provider Personnel Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined. Also consider the specific involvement of those persons in projects listed. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3.	Applicable Resources Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed. • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	10	_____
4.	Project Approach Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (EXHIBIT C) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	

Ranked By: _____

TOTAL POINTS (100) _____

ATTACHMENT II

INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	30 Point Questions	20 Point Questions	10 Point Questions
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	Evidence of Experience & References with Similar Projects Consider experience and references listed by the firm/provider. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	30	_____
2	Expertise of Firm/Provider Personnel Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined. Also consider the specific involvement of those persons in projects. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3.	Applicable Resources Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed. • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	10	_____
4.	Project Approach Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (EXHIBIT C – unless superseded by a Best and Final Offer) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	

Ranked By: _____

TOTAL POINTS (100) _____

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

FIRM SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE FAX #

CITY STATE ZIP

DATE

WEB SITE

E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: ___ National ___ Regional ___ Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:
Year of Experience conducting requested services

1c. Licensed to do business in the State of Missouri: ___ Yes ___ No

1d. Principal contact information: Name, title, telephone number and email address:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? ___ Yes ___ No

FORM NO. 2: KEY OUTSIDE CONSULANTS/SUBCONTRACTORS
Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1
Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing requested services
Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2
Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing requested services
Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3
Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing requested services
Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: $

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: $

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

b. Project Assignment:

c. Name of Service Provider/Firm with which associated:

d. Years' Experience:
With this service provider/firm ___ other service providers/firms ___

e. Education: Degree(s)/Year/Specialization:

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

FORM NO. 6A:
TASK/PERSONNEL BREAKDOWN

Task No.	Description Of Task	Personnel Classification Responsible For Task Estimated Total Hours To Complete Task	Estimated Hours Per Personnel Classification By Task	Hourly Rate	Total Cost
TOTAL					

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date
Tax ID No.	Entity Type:

FORM NO. 6B: "FEE SCHEDULE"
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY BILLING RATES

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date
Tax ID No.	Entity Type:

FORM NO. 6C:
SERVICE RELATED DIRECT EXPENSES

ITEM	UNIT COST

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date
Tax ID No.	Entity Type:

FORM NO. 6D: TOTAL COST

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

TOTAL COST $_____

Numeric

_____

Use words, Dollars/Cents

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date
Tax ID No.	Entity Type:

SECTION B

SCOPE OF WORK FOR SERVICES

1. Background

The City of Lee's Summit provides Basic Life Support (BLS) and Advanced Life Support (ALS) ambulance transport services to the community and visitors. Billing and revenue collection for these services are currently managed by a third-party vendor. To ensure compliance, transparency, and optimal financial performance, the department seeks an independent audit of the vendor's performance.

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2. Objectives

The primary objectives of this audit are to:

- Evaluate the vendor's compliance with applicable federal, state, and local regulations (e.g., CMS, HIPAA, OIG guidelines).
- Assess the accuracy, completeness, and timeliness of billing and coding practices.
- Analyze collection rates and identify opportunities for improvement.
- Review the efficiency and effectiveness of the vendor's processes.
- Provide actionable recommendations to enhance revenue cycle performance.

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3. Scope of Services

The selected audit firm will be responsible for the following:

A. Compliance Review

- Evaluate adherence to Medicare, Medicaid, and private payer billing requirements.
- Assess compliance with HIPAA and data security standards.
- Identify any potential fraud, waste, or abuse risks.

B. Billing Accuracy and Coding

- Review a statistically valid sample of claims for accuracy in documentation, coding (ICD-10, CPT/HCPCS), and submission.
- Identify patterns of underbilling, overbilling, or denied claims.

C. Collection Performance

- Analyze gross and net collection rates over the past 24–36 months.
- Evaluate timeliness of claim submission and follow-up.
- Assess the effectiveness of denial management and appeals processes.

D. Operational Efficiency

- Review the vendor's workflow, staffing, and technology platforms.
- Assess communication and reporting practices with the department.
- Evaluate responsiveness to inquiries and issue resolution.

E. Benchmarking and Recommendations

- Compare performance metrics to industry benchmarks.
- Provide a detailed report with findings, gaps, and prioritized recommendations.
- Include a roadmap for corrective actions and performance improvement.

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4. Deliverables

- **Initial Audit Plan**: Within 2 weeks of contract award.
- **Interim Progress Report**: Midway through the audit.
- **Final Audit Report**: Including executive summary, detailed findings, and recommendations.
- **Presentation to Leadership**: Summary of findings and Q&A session.

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5. Timeline

The audit should be completed within 90 days of contract execution.

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6. Proposal Requirements

Respondents should include:

- Firm qualifications and relevant experience.
- Proposed methodology and audit tools.
- Sample deliverables or redacted reports.
- Timeline and cost estimate.
- References from similar engagements.

SECTION C

PROPOSED
SERVICE AGREEMENT and
TERMS AND CONDITIONS

SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
_____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and [INSERT Contractor Name], a(n) [INSERT biz org type for company] (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2026-028 EMS Billing Audit (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide [INSERT general type of services in RFP] (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.

2. Term. This Agreement shall be effective from the Effective Date and remain in full force and effect until submission and acceptance of final documents, thereafter (the "Term"), unless terminated as otherwise provided herein.

3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

4. Compensation. The City shall pay Contractor an amount not to exceed $_____.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Agreement until the Contractor receives an executed purchase order from the City.

5. Payments. The City shall pay the Contractor, upon completion and acceptance of work performed and completed, and upon submission and approval of invoices. All invoices shall document and itemize all work and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Intentionally Omitted.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Automatic Escalator. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2024 is $3,370,137 for all claims arising out of a single accident or occurrence

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of

insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
   (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
   (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
   (c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any

Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

   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 City in the care, custody, or control of Contractor.

E. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is

personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
   a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
   b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
   c. a criminal violation of any state or federal antitrust law;
   d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
   e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
   f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that

gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq*. RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing

and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St

Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: [INSERT ADDRESS]

_____
_____
Attn: _____

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 **Work Authorization Affidavit and E-Verify**. Any contract for services in excess of five thousand dollars ($5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of _____)
) ss.
State of _____)

My name is _____. I am an authorized agent of _____ ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

_____
Affiant

_____
Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

SEAL

15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement

under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of $100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

15.25 Debarment. By submission of its response, the Service Provider certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

_____

Mark Dunning, City Manager Date

ATTEST:

_____

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

_____

Edward Rucker, Chief Counsel of Management and Operations

[INSERT CONTRACTOR'S NAME]

By _____

Print Name _____

Title _____

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]

CONTRACTOR'S PROPOSAL

See following pages.

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]

SCOPE OF WORK

See following page(s).

EXHIBIT C
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]

PROPOSAL FEES / COSTS

See following page(s).

EXHIBIT D
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]

SIGNED ACKNOWLEGEMENT OF ADDENDUM(S)

See following page(s).