

# THE CITY OF KANSAS CITY, MISSOURI

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

## REQUEST FOR QUALIFICATIONS

### INVESTMENT BANKING SERVICES FOR THE CITY OF KANSAS CITY, MISSOURI FOR

General (including General Obligation, Special Obligation, Special Revenue, Leasehold Revenue and Other  
Annual Appropriation Backed Bonds

Water/Sewer (including Water and Sanitary Sewer Bonds)

and

Airport Revenue Bonds

**RFQ NO. EV00001067**

**QUALIFICATIONS DUE: 07/27/10 BY 2 P.M. (CDT)**

**PROCUREMENT SERVICES DIVISION**  
Art Roberson, CPPB, Senior Buyer  
(816) 513-1164

**REQUEST FOR QUALIFICATIONS NO. EV00001067**

**FOR INVESTMENT BANKING SERVICES**

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**SECTION I**  
**REQUEST FOR QUALIFICATIONS NO. EV00001067**  
**FOR INVESTMENT BANKING SERVICES**  
**INSTRUCTIONS AND CONDITIONS**

**1. PURPOSE**

The City of Kansas City, Missouri ("City") invites you to submit a Request for Qualifications for Investment Banking Services for the purpose of forming three discrete underwriting pools ("Pools") comprised of underwriting firms ("Proposers"). Underwriting teams will be selected from the Pools for specific transactions. There is no minimum or maximum number of Proposers that may be selected and engaged. The City will select the Proposers that can most effectively meet the financing objectives of each future bond issue.

The City anticipates one (1) pool will be considered for General Obligation, Special Obligation, Special Revenue, Leasehold Revenue and other Annual Appropriation Bonds, herein referred to as the General Pool ("General Pool"), a second pool will be considered for Water and Sewer Revenue Bonds, herein referred to as the Water/Sewer Pool ("Water/Sewer Pool"), and a third pool will be considered for Airport Revenue Bonds, herein referred to as the Airport Pool ("Airport Pool").

The Pools are expected to cover the period beginning August 1, 2010 through April 30, 2011. Optional one-year renewals, if so desired, will be designated by, and at the discretion of, the Director of Finance. A renewal term begins on the first day of the City's fiscal year, May 1, and ends on the last day of the City's fiscal year, April 30. The City reserves the right to shorten or lengthen the duration of the Pools. It also reserves the right to add or remove Proposers from the Pools at any time based on factors including, but not limited to, performance, change in staff or Proposer organization, and/or any change in ownership status. The ability of the City to add Proposers to the Pools also includes the ability to add Proposers who present unique ideas or plans of finance that provide economic, structural or programmatic benefits that have not previously been provided by Proposers in either of the Pools. Selection to participate as a pre-qualified investment banker in any of the Pools does not assure that the Proposer will be assigned to a specific transaction or any transaction. Performance reviews are completed after each transaction and annually at the discretion of the City. Proposers may withdraw from the Pools, at any time, upon thirty (30) days notice to the City.

**2. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Person** listed in **Section I-3(a)** by 2 p.m. (CDT) on July 27, 2010.

### 3. CITY CONTACT PERSONS

(a) General Questions and Proposals Submissions

Proposers shall submit their Proposals and any general questions or issues about any aspect of this RFQ to the following City Contact person:

Art Roberson, CPPB, Senior Buyer  
Procurement Services Division  
City Hall, 1<sup>st</sup> Floor, Room 102 W  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office: (816) 513-1164 Fax: (816) 513-1156 E-mail: art\_roberson@kcmo.org

(b) Technical Questions

Proposers shall submit any technical questions about **General Obligation, Special Obligation, Special Revenue, Leasehold Revenue and other Annual Appropriation Backed Bonds** to the following Contact person with a carbon copy to the City Contact person listed in subsection (a):

Erick Macha  
First Southwest Company  
325 North St. Paul Street, Suite 800, Dallas, Texas 75201  
Office: (214) 953-4033 Fax: (214) 953-4050 E-mail: erick.macha@firstsw.com

Proposers shall submit any technical questions about **Water and Sanitary Sewer Revenue Bonds** to the following Contact person with a carbon copy to the City Contact person listed in subsection (a):

Tionna Reed Pooler  
Public Financial Management  
2600 Grand Avenue, Suite 214, Des Moines, Iowa 50312  
Office: (515) 243-2600 ext. 225 Fax: (515) 243-6994 E-mail: poolert@pfm.com

Proposers shall submit any technical questions about **Airport Revenue Bonds** to the following Contact person with a carbon copy to the City Contact person listed in subsection (a):

Michael Bartolotta  
First Southwest Company  
1021 Main Street, Suite 2200, Houston, Texas 77002  
Office: (713) 654-8641 Fax: (713) 651-9361 E-mail: michael.bartolotta@firstsw.com

#### **4. DEFINITION OF “REQUEST FOR QUALIFICATIONS” AND “PROPOSAL”**

- (a) This Request for Qualifications (“RFQ” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFQ whether the submission is an oral or written submission.
- (c) By submitting a Proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to enter into a Bond Purchase Agreement (“Contract”) with the City or a vested interest or a property right in a Contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed Contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

#### **5. ESTIMATED SCHEDULE**

07/07/10	RFQ Issued
07/16/10 at 9:00 A.M. CDT	Pre-Proposal Conference
07/19/10 at 12:00 noon	Deadline for questions
07/27/10 at time 2:00 PM CDT	Due date for Proposals
07/30/10	Selection/Negotiation of Pool finalists

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for Proposals for any reason at any time including after the due date for Proposals.

#### **6. RFQ DOCUMENTS**

This RFQ consists of the following documents:

- (a) This RFQ
- (b) Attachments 1-7

#### **7. EXAMINATION OF ALL RFQ DOCUMENTS AND REQUIREMENTS**

- (a) Each Proposer shall carefully examine all RFQ documents and thoroughly familiarize themselves with all RFQ requirements prior to submitting a proposal to ensure that it meets the intent of this RFQ.
- (b) Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFQ.

- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFQ, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFQ, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

## 8. **QUESTIONS AND CLARIFICATIONS ABOUT THIS RFQ**

### (a) **Question Deadline**

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in **Section I-3** of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFQ, Scope of Services and any other solicitation document at any time until one week prior to the due date for Proposals.
- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFQ, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addendums. <http://www.kcmo.org>

### (b) **Questions - Post Deadline**

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

## 9. **SUBMISSION OF PROPOSALS**

All Proposal documents must be submitted in the exact order as listed in the City RFQ. Proposers have the option of submitting their response for consideration in the City's General Pool, Water/Sewer Pool, Airport Pool or all of the Pools. Compliance with the RFQ submission requirements will be based only on the delivery of the Proposer's hard copy responses to the Office of Procurement Services.

Each response should be accompanied by a letter of transmittal not exceeding two (2) pages which summarizes the key points of the Proposal and is signed by an officer of the Proposer authorized to commit the Proposer's resources. Please submit your responses in the same order as listed below to facilitate review and comparison.

The City encourages brevity and economy in the Proposals. Please refrain from providing general marketing materials and other information not directly related to the requested materials. Joint submittals of two (2) or more Proposers will not be accepted. Proposers submitting for the General Pool, Water/Sewer Pool or Airport Pool are limited to fifteen (15) page responses. Proposers that would like to be considered for all of the Pools are limited to forty-five (45) page responses.

- (a) Where. Proposers shall submit their Proposals to the appropriate **City Contact Person** listed in **Section I-3**. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the RFQ No. and RFQ title.
- (b) No. of Copies. Proposers shall submit one (1) signed original and seven (7) copies of their Proposal as well as two (2) electronic copies on CD. When submitting CDs, please ensure that:
  - 1. The body of the Proposal is in Microsoft Word or Adobe formats.
  - 2. Attachments are in Excel, PowerPoint or Adobe formats.
- (c) Format. **In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Section I-11.**

Each Proposal shall be presented in 12-point font on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.
- (d) Additional Materials. The Proposal also may 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.

## **10. MINIMUM ELIGIBILITY REQUIREMENTS**

All Proposers must include Items "b, f, g, and h" in the Proposal. Proposers must meet and/or submit Items "a, c, d, and e" prior to any final selection. Please state your willingness to comply with the following Minimum Eligibility Requirements:

- a. Compliance with the City of Kansas City's Human Relations Department Affirmative Action Program (AAP).
- b. Completion and submission of HRD Form 13, Affidavit of Intended Utilization.
- c. Submission of HRD Forms 8A, 10, and 11, if applicable.
- d. Updated Tax Clearance from the Commissioner of Revenue for Business Licenses and Earnings Tax on file
- e. Submission of proof of insurance
- f. Authorized Signature Form
- g. Employee Eligibility Verification Affidavit
- h. Proposer References From Clients

If your firm chooses not to submit a Proposal in response to this RFQ, please complete the **No Proposal Response Form**, that is included in **Section II** of this RFQ, and return it to the City's Contact Person designated on the form.

## 11. CONTENT OF PROPOSAL

### (a) Proposal Part I – Business/Firm Profile and Legal Structure

- (1) Legal Name, address, phone, fax, email, Federal ID#, and website address.
- (2) Brief history of business/firm including date the business/firm was established under the current name (not to exceed three (3) pages).
- (3) Provide proof of financial capacity to perform this Contract by formulating a table for the three (3) most recent fiscal years with the following information:
  - (a) Total firm Capital
  - (b) Total Equity Capital
  - (c) Total Net Capital
  - (d) Uncommitted Excess Net Capital
  - (e) Limitation on Municipal Underwriting Liability ( Per Transaction)
  - (f) Average Daily Position-All Fixed Income Securities
  - (g) Average Daily Position-Municipal Fixed Income Securities
  - (h) Average Daily Uncommitted Capital
- (4) Are there any *civil or criminal* actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- (5) Provide a brief history of your business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this Contract.
- (6) Over the past five (5) years, has your firm or any of its affiliates or parent, or any officer or principal been involved in any material litigation, administrative proceedings, violation of or investigation for any regulatory agency rules (SEC, MSRB, FINRA, NYSE)? If so, provide an explanation and indicate the current status. If selected for the engagement, you will be required to disclose such information within thirty (30) days after you know or should know of it. A failure to do so will be sufficient grounds for the City to remove a firm from this engagement or the consideration for future engagements.
- (7) Please provide a letter of assurance from your general counsel or other appropriate official that, to the best of their knowledge or belief, your firm is not currently under formal investigation for violations or in violation of any regulatory agency rules (SEC, MSRB, FINRA, NYSE). Such letter may explain the nature of any investigation or violation, if appropriate. Please provide an explanation of any action taken or settlements entered into with your firm regarding your firm or employees that are in public in nature.
- (8) Has your business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- (9) Please provide the name of the law firm and the name of the specific individual(s) you would recommend to serve as Underwriter's Counsel on issues in which your firm is involved. Underwriter's Counsel will be expected to prepare the disclosure document and Contract and to review the continuing disclosure undertaking agreement.
- (10) How much is the public finance underwriting desk authorized to underwrite?
- (11) What is the process to underwrite the maximum?
- (12) What is the process to underwrite more than the maximum?
- (13) What is the maximum amount your firm can underwrite under MSRB rules?
- (14) Did your firm receive any TARP loans and if so, how much and when was it repaid?
- (15) It is the policy of the City to encourage the participation of MBE/WBE firms in all aspects related to the issuance of the bonds. Please describe your firm's business practices,



including previous experience and involvement working with MBE/WBE firms (if your firm is not a City-certified MBE/WBE firm). Please describe efforts made by your firm to encourage the participation of minorities and women in the firm's day-to-day business practices and bond matters in particular.

(b) *Proposal Part II – Experience, Personnel and Project Approach*

**Firms interested in the General Pool are required to address the following:** (If the information related to the listing of bond experience for various types of transactions would put the firm over the page limit, the firm may provide a summary table in response to the question, and provide the question detail in an appendix that will not count in the page limitation). For general information regarding the City's Water/Sewer Systems, please refer to **Attachments 4 & 5**.

- (1) Provide a brief background to include the name, title, location, number of years of relevant experience and number of years at the firm, of all staff that will be assigned to the City's proposed General Pool transactions.
- (2) Provide a listing of General Obligation Bonds in excess of \$50 million for which your firm has served as Senior Managing Underwriter over the past three (3) years. Indicate only those issues for which members of your proposed financing team, named above, participated in similar roles as required under this RFQ.
- (3) Provide a listing of Special Obligation, Special Revenue, Leasehold Revenue and other Annual Appropriation Backed Bonds in excess of \$10 million for which your firm has served as Senior Managing Underwriter over the past three (3) years. Indicate only those issues for which members of your proposed financing team named above participated in similar roles as required under this RFQ.
- (4) Provide three (3) references for similar public finance transactions, including the name of the transaction(s), contact person's name, job title, telephone number and e-mail address. **(See Attachment 2 – Proposer References from Clients)**
- (5) Discuss your firm's marketing strategy in selling General Obligation, Special Obligation, Special Revenue, Leasehold Revenue and other Annual Appropriation Backed Bonds. Please include security and credit quality challenges in your discussion.
- (6) Discuss your views related to marketing Build America Bonds and/or Recovery Zone Economic Development Bonds. Provide a listing of Build America Bonds or Recovery Zone Economic Development Bonds, in excess of \$50 million, for which your firm has served as Senior Managing Underwriter since the inception of the respective programs.
- (7) Discuss the marketing strategy your firm has employed for any bonds issued by Missouri issuers for which your firm served as Senior Managing Underwriter over the past year. Include a discussion on the role of Missouri retail, regional, and institutional sales efforts. Indicate those issues for which members of your proposed financing team named above participated in similar roles as required under this RFQ.
- (8) Discuss your firm's willingness and ability to underwrite the City's bonds if market conditions so warrant. Provide examples from transactions in which you served as Senior Managing Underwriter within the last twelve (12) months which required you to underwrite a considerable supply of unsold debt during the initial pricing. What circumstances led to your decision to underwrite? Explain why there were insufficient orders for this/these issue(s)?

**Firms interested in the Water/Sewer Pool are required to address the following:** (If the information related to the listing of bond experience for various types of transactions would put the firm over the page limit, the firm may provide a summary table in response to the question, and provide the question detail in an appendix that will not count in the page limitation). For general information regarding the City's Water/Sewer Systems, please refer to **Attachments 4 & 6**.

- (1) Provide a brief background to include the name, title, location, number of years of relevant experience and number of years at the firm, of all staff that will be assigned to the City's proposed Water/Sewer Pool transactions.
- (2) Discuss your experience with Water and Sewer Revenue Bonds, particularly as it relates to the use of Build America Bonds. Discuss your firm's experience with pricing concessions between the primary and secondary market of Build America Bonds for issuers with an AA credit rating or higher.
- (3) Provide a listing of Water or Sewer Revenue Bonds, in excess of \$50 million, for which your firm has served as Senior Managing Underwriter over the past two years. Indicate only those issues for which members of your proposed financing team, named above, participated in similar roles as required under this RFQ.
- (4) Profile three (3) transactions from the above listings for which your firm delivered exceptionally strong pricing results in consideration of market conditions or other factors.
- (5) Provide three (3) references for similar public finance transactions, including the name of the transaction(s), contact person's name, job title, telephone number and e-mail address. (**See Attachment 2 – Proposer References from Clients**)
- (6) Discuss the marketing strategy your firm has employed for any bonds issued by Missouri issuers for which your firm served as Senior Managing Underwriter over the past year. Include a discussion on the role of Missouri retail, regional, and institutional sales efforts. Indicate those issues for which members of your proposed financing team named above participated in similar roles as required under this RFQ.
- (7) Discuss your firm's willingness and ability to underwrite the City's bonds if market conditions so warrant. Provide examples from transactions in which you served as Senior Managing Underwriter within the last twelve (12) months which required you to underwrite a considerable supply of unsold debt during the initial pricing. What circumstances led to your decision to underwrite? Explain why there were insufficient orders for this/these issue(s)?

**Firms interested in the Airport Pool are required to address the following:** (If the information related to the listing of bond experience for various types of transactions would put the firm over the page limit, the firm may provide a summary table in response to the question, and provide the question detail in an appendix that will not count in the page limitation). For general information regarding the City's Airport System, please refer to **Attachments 4 & 7**.

- (1) Provide a brief background to include the name, title, location, number of years of relevant experience and number of years at the firm, of all staff that will be assigned to the City's proposed Airport Pool transactions.
- (2) Provide a listing of Airport Revenue Bonds in excess of \$50 million for which your firm has served as Senior Managing Underwriter over the past three (3) years. Indicate only those issues for which members of your proposed financing team, named above, participated in similar roles as required under this RFQ.

- (3) Profile three (3) transactions from each of the above listings for which your firm met and successfully overcame particular challenges. Discuss any related applications from these transactions based on your understanding of the City's anticipated issues.
- (4) Provide three (3) references for similar public finance transactions, including the name of the transaction(s), contact person's name, job title, telephone number and e-mail address. **(See Attachment 2 – Proposer References from Clients)**
- (5) Discuss your marketing strategy for selling Airport Revenue Bonds. Please include security and credit quality challenges in your discussion.
- (6) Describe the market for bonds subject to AMT as well as your firm's experience in underwriting AMT Bonds. Discussion should include:
  - (a) AMT penalty in different sectors of the yield curve
  - (b) Efficient size to market without adversely affecting AMT spread
  - (c) Impact of marketing AMT and Non-AMT Bonds together, if any
- (7) Describe your views on retail orders, and include the following:
  - (a) Definition of retail
  - (b) Targeted retail in the City and in the State of Missouri
  - (c) Effect on syndicate
  - (d) Preferential order period, if any?
- (8) Discuss your views related to marketing Build America Bonds for Non-AMT Airport Revenue Bonds and/or Recovery Zone Economic Development Bonds. Provide a listing of Build America Bonds or Recovery Zone Economic Development Bonds, in excess of \$50 million, for which your firm has served as Senior Managing Underwriter since the inception of the respective programs.
- (9) Discuss the marketing strategy your firm has employed for any bonds issued by Missouri issuers for which your firm served as Senior Managing Underwriter over the past year. Include a discussion on the role of Missouri retail, regional, and institutional sales efforts. Indicate those issues for which members of your proposed financing team named above participated in similar roles as required under this RFQ.
- (10) Discuss your firm's willingness and ability to underwrite the City's bonds if market conditions so warrant. Provide examples from transactions in which you served as Senior Managing Underwriter within the last twelve (12) months which required you to underwrite a considerable supply of unsold debt during the initial pricing. What circumstances led to your decision to underwrite? Explain why there were insufficient orders for this/these issue(s)?

(c) *Proposal Part III – HRD Form 13 and Other Documents*

- (1) The completed HRD Form 13 – Affidavit of Intended Utilization
- (2) Authorized Signature Form
- (3) No Proposal Response Form, if applicable
- (4) Employee Eligibility Verification Affidavit
- (5) Proposer References from Clients

## **12. EVALUATION CRITERIA**

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best Proposal(s) for the City. Evaluation scores or ranks do not create any right in or expectation to a Contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a Contract with the City and the City may choose to select any other Proposer regardless of the score or rank of the other Proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for Proposals.

## **13. INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers that submit Proposals.

## **14. DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a Contract with or without discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all of Proposers;
- (j) terminate this RFQ, and reissue an amended RFQ.

## **15. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS**

- (a) By submitting a Proposal to the City, Proposer agrees that it's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred and twenty (120) days after the Proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred and twenty (120) days, the City can accept any Proposal or subsequent Proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the Proposal due date.

## 16. **SELECTION**

The City will select the Proposer(s) that can most effectively meet the financing objectives of each future bond issue. Section 432.070, RSMo requires the City to have a written executed Contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed Contract must also comply with the City Charter and City Ordinances. This means that a Proposer does not have a Contract with the City until a written Contract is “executed.” A Contract is “executed” when all of the following have occurred: (1) the City Council authorizes the execution of a Contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the Contract; (3) the Contract is approved by the Law Department; (4) the City issues the bonds with the Director of Finance’s certification of availability of bond proceeds for the Contract; and (5) any other required step. A Proposer does not have a Contract with the City until all the steps are completed. If the City does not complete all required steps, there is no Contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFQ and attempting to negotiate and obtain a Contract with the City.

The City reserves the right to select the method of sale that it will utilize on its proposed transactions. For negotiated transactions, the City will, at its discretion and on an issue-by-issue basis, select a syndicate from the Pools to act as underwriters on its debt issuances during the term of the Pools. In the event that the City selects a competitive method of sale for a specific transaction, a syndicate will not be selected from the Pools.

During the term of the Pool, your firm cannot participate as a member of an underwriting syndicate on a bond issue in which your firm also serves as a financial advisor.

The bond programs that may be associated with the General Pool, Water/Sewer Pool and Airport Pool are summarized below:

### (a) **General Pool**

- (1) General Obligation
- (2) Special Obligation, Special Revenue, Leasehold Revenue and other types of Annual Appropriation Backed Bonds issued by conduit issuers on behalf of the City (e.g., Kansas City Municipal Assistance Corporation (KCMAC), Missouri Development Finance Board (MDFB), Land Clearance for Redevelopment Authority (LCRA), Planned Industrial Expansion Authority (PIEA), Industrial Development Authority (IDA), Tax Increment Financing Commission (TIF Commission), etc.
- (3) Special Obligation, Special Revenue, Leasehold Revenue and other Annual Appropriation Backed Bonds issued by the City.

### (b) **Water/Sewer Pool**

- (1) Water Revenue Bonds
- (2) Sanitary Sewer Revenue Bonds

(c) **Airport Pool**

(1) Airport Revenue Bonds

The City has adopted a Debt Policy (the "Policy") which includes parameters regarding the sale of bonds through negotiated underwriting. Proposers selected for participation in the Pools will be required to acknowledge and adhere to all procedures and requirements in the Policy, if and when participating as a member of an underwriting syndicate for specific bond issues. A copy of the Policy can be accessed with the web address listed below:

<http://www.kcmo.org/idc/groups/finance/documents/finance/008889.pdf>

The City will ask for underwriting fee quotations from Proposers in the Pools prior to appointing any firm as senior managing underwriter on a particular bond issue. The City reserves the right to negotiate the proposed underwriting fees on each issue. Underwriting fees related to a specific bond issue will be paid from bond proceeds.

The scope of services will require the Proposers to fully participate in all aspects of the bond issuance process. The City has its own professional staff and has retained other industry professionals on the financing teams, and the Proposer(s) will be expected to complement these resources.

Qualified Proposers will be expected to:

- (a) Work with the City's financing team to analyze and execute a definitive financing plan;
- (b) Possess significant experience in the types of debt programs for the Pool or Pools for which the Proposer provides a response;
- (c) Possess significant experience in addressing credit quality challenges and the use of credit enhancement tools;
- (d) Have significant capacity to market fixed rate bonds, variable rate debt obligations or other types of bonds when deemed appropriate by the City; and
- (e) Participate in the settlement and bond closing process.

**17. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all Proposals received in response to this RFQ at any time prior to the City executing a Contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

**18. WAIVER OF ORDINANCES, REGULATIONS AND RFQ REQUIREMENTS**

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

**19. LATE PROPOSALS**

The City, in its sole discretion, may consider Proposals received by the City after the Proposal due date if: (1) the Proposal is 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 City prior to the Proposal due date; or (2) if the Proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S Postal Service, common carrier or contract carrier; or (3) the Proposal is timely delivered to the City, but the Proposal is at a different City location than that specified in this RFQ; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the Proposals; or (6) it is in the best interest of the City to accept the Proposal.

**20. CHANGES IN THE RFQ**

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

**21. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

- (a) After the City executes a Contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the Contract to change anything or everything associated with the Contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional Contracts for related work.
- (c) The City, in its sole discretion, may extend the term of the Contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new Contract in place with either Proposer or another provider or until the City terminates the Contract.

**22. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS**

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City Contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

## **23. OWNERSHIP OF PROPOSALS**

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

## **24. DISCLOSURE OF PROPRIETARY INFORMATION**

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

## **25. CLOSED RECORDS**

All Proposals including interviews, presentations and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a Contract is executed or until all Proposals are rejected by the City. If the City amends this RFQ, Proposals submitted in response to the original RFQ may remain closed records until a contract is executed or all Proposals submitted in response to the amended RFQ are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFQ as long as the City intends to amend the RFQ and resolicit Proposals.



**26. AFFIRMATIVE ACTION**

- (a) It is the policy of the City that any person or entity that enters into a Contract with the City, will employ applicants and treat employees equally without regard to their race, color, creed or religion, national origin, sex, disability or age. The City requires all persons who employ twenty-five (25) or more persons and receive Contracts totaling more than \$123,500.01 annually from the City to have a City approved Affirmative Action Program prior to entering into a Contract with the City. In order to comply with the City's Affirmative Action Program requirements, firms should submit either:
- (1) A Proposed Affirmative Action Program to the City's Human Relations Department (HRD); or
  - (2) A current Certificate of Compliance issued by HRD to the Contracting Department; or
  - (3) A Certificate of Compliance issued by another Governmental Agency to HRD; or
  - (4) A current Exemption letter issued by HRD because the business employs less than twenty-five (25) employees.
- (b) If you have any questions regarding the City's Affirmative Action Program requirements, contact the Human Relations Department at (816) 513-1836 or visit the City's website at: <http://www.kcmo.org/humrel.nsf/web/HRAAPP?opendocument>.

**27. TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any Contract or Contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

**28. INDEMNIFICATION**

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

**29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

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

**30. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

**31. CONFLICTS OF INTEREST**

Explain any potential conflicts of interest with any officer or employee of the City. Conflict of interest includes, but is not limited to, an officer or employee of the City who has or will have a direct or indirect financial or personal interest in future contracts, or an officer or employee of the City, or member of such officer's or employee's immediate family, who will negotiate, or will arrange the employment of agents to perform services on behalf of your firm.

**32. MBE/WBE GOALS**

- (a) The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City Contracts. The MBE/WBE participation goals for this Project are **20%** MBE participation and **0%** WBE participation.
- (b) The City's HRD Forms and Instructions are incorporated into this Request for Qualifications and the Contract Documents.
- (c) Please complete the form HRD 13 Affidavit of Intended Utilization and return it with your Proposal. The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs at <http://www.kcmo.org/humrel.nsf/web/directoryaccess?opendocument>. Please call the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.

**33. WAIVER OF MBE/WBE REQUIREMENTS**

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal documents or the MBE/WBE Ordinance, and award the Contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

**34. PRE-PROPOSAL CONFERENCE**

(a)	When:	The City will hold a Pre-Proposal Conference on July 16, 2010 from 9:00 A.M – 10:00 A.M. (CDT)
(b)	Where:	Procurement Services Division City of Kansas City, Missouri 1st Floor, Conference Room, City Hall 414 East 12 <sup>th</sup> Street Kansas City, MO 64106
(c)	Teleconference available	Phone number: 1-866-278-2158 Passcode: 7535 088#



*For persons with disabilities needing reasonable accommodations please contact Robert Rives at 816-513-2532. If you need to use the Relay Service, please dial 711.*

**35. SUBMITTAL OF QUALIFICATION DOCUMENTS**

All Proposal documents must be submitted in the exact order as the City RFQ lists.

**36. ECO-FRIENDLY QUALIFICATION SUBMISSION**

The City would prefer that all Proposals be prepared on two (2) sides with the elimination of all excess paper, division tabs, folders, etc. so RFQ Proposals can be as eco-friendly as possible.

## **SECTION II**

### **SPECIAL INSTRUCTIONS AND CONDITIONS**

### **AUTHORIZED SIGNATURE FORM**

By submission of the RFQ, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this Contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this Contract, to any broker or agent or any other person;
- The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the Proposal and to execute any resulting Contract awarded as the result of, or on the basis of, the Proposal;
- Proposer will not withdraw the Proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: \_\_\_\_\_

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

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

Business/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NO PROPOSAL RESPONSE FORM**

If you choose not to submit a Proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

**Senior Buyer: Art Roberson, CPPB    Telephone: (816) 513-1164    Return by Fax: (816) 513-1156**

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**Due Date:**    07/27/10

**Number:**    EV00001067

**Description:**    INVESTMENT BANKING SERVICES

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- ☐ 1. We cannot provide a service to meet the required specifications.
- ☐ 2. The closing date does not allow adequate time to prepare a response.
- ☐ 3. We have chosen not to do business with the City.
- ☐ 4. Other (comment below or provide your response on your business/firm letterhead).

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Business/Firm Name \_\_\_\_\_ Supplier No. \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

**SECTION III**  
**ATTACHMENTS**

**ATTACHMENT NO. I**

## EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity 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).

I hereby additionally swear or affirm that the business entity is enrolled 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, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.



I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

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

\_\_\_\_\_  
Notary Public

My Commission expires:

## **ATTACHMENT NO. 2**

### **PROPOSER REFERENCES FROM CLIENTS**

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

**The Proposer is required to include the three (3) references in the Proposal submitted to the City.**

### **CITY OF KCMO REFERENCE CHECK**

#### **GENERAL INFORMATION**

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

#### **REFERENCE CHECK INFORMATION**

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

**To submit a reference, please respond to the following questions:**

1. What services did the Supplier provide for you?

2. Were the services performed satisfactorily?

3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.

5. Was the account service satisfactory?

6. What was included in the account service?

7. Were you happy with the cost of your services?

8. Are you still using this Supplier for these services?

9. Do you plan to continue this relationship?

10. Additional Comments:

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Name of Client Contact (Print)

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Signature

### **ATTACHMENT NO. 3**

#### **HRD AND AFFIRMATIVE ACTION FORMS AND INSTRUCTIONS**

The following HRD Instructions and Forms, and Affirmative Action and City Insurance Requirements are included in this Attachment:

<b>FORM</b>	<b>TITLE</b>	<b>NO. OF PAGES</b>
HRD 6	HRD Instructions for RFQ/P	11
HRD 8	Contractor Utilization Plan/Request for Waiver	4
HRD 10	Timetable for MBE/WBE Utilization	1
HRD 11	Request for Modification or Substitution	2
HRD 13	Affidavit of Intended Utilization	2
00450.01	Letter of Intent to Subcontract	1
01290.14	Contractor Affidavit for Final Payment	2
01290.15	Subcontractor Affidavit for Final Payment	1
	Affirmative Action Requirements	4
	City's Insurance Requirements	1

**ATTACHMENT NO. 4**  
**SUMMARY OF KANSAS CITY, MISSOURI'S**  
**CREDIT RATINGS and REMAINING BOND AUTHORITY**

### SUMMARY OF KANSAS CITY, MISSOURI'S CREDIT RATINGS

Type of Bonds Issued	Moody's Rating	Standard & Poor's Rating	Fitch Rating
General Obligation Bonds	Aa2	AA	AA+
Annual Appropriation Pledge Bonds	A1	AA-	AA-
Water Revenue Bonds	Aa2	AA+	Not Rated
Sanitary Sewer Revenue Bonds	Aa2	AA	Not Rated
Airport Revenue Bonds (Senior Lien)	A1	A+	A+
Airport Revenue Bonds (Subordinate Lien)	A2	A	A
Airport Special Facility Bonds	A1	AA-	AA-
Airport Passenger Facility Bonds	A3	A	A

**AUTHORIZED UNISSUED DEBT AS OF April 30, 2010 (000's Omitted)**

Type/Purpose	Authorized		Amount	Total
	Date	Amount	Issued	Unissued
<u>General Obligation Bonds:</u>				
Deferred Maint. and Capital Infrastructure	April 6, 2004	250,000	182,700	67,300
KC Zoological Garden	April 6, 2004	30,000	25,500	4,500
Liberty Memorial Museum	April 6, 2004	<u>20,000</u>	<u>20,000</u>	<u>0</u>
Subtotal		300,000	228,200	71,800
<u>Revenue Bonds:</u>				
Kansas City Museum	Mar. 8, 1988	5,000	0	5,000
Airport	Aug. 8, 2000	395,000	154,584	240,416
Water	Aug. 6, 1996	150,000	150,000	0
Water	Aug. 2, 2005	250,000	93,910	156,090
Sewer	Aug. 2, 2005	<u>250,000</u>	<u>125,480</u>	<u>124,520</u>
Subtotal		1,050,000	523,974	526,026
TOTAL		<u>1,350,000</u>	<u>752,174</u>	<u>597,826</u>

**ATTACHMENT NO. 5**

**INFORMATION CONCERNING THE CITY OF KANSAS CITY, MISSOURI**



**ATTACHMENT NO. 6**

**INFORMATION CONCERNING THE CITY OF KANSAS CITY MISSOURI'S  
WATER AND SANITARY SEWER SYSTEMS**

**ATTACHMENT NO. 7**  
**INFORMATION CONCERNING THE CITY OF KANSAS CITY MISSOURI'S**  
**AIRPORT SYSTEM**