

**SERVICE AGREEMENT  
FOR MEDIA MANAGEMENT SOFTWARE  
PSA No. 2012-107/2R**

This AGREEMENT made and entered into this 11<sup>th</sup> day of November 2014, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Granicus Inc., a Corporation in the State of California hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, City and Service Provider originally entered into an agreement for Media Management Software on or about September 18, 2012; and

WHEREAS, due to City's satisfaction with the services provided combined with the nature of software and, in particular Media Management Software that has been provided by Service Provider, it has been determined that it is in City's best interest to continue use of Service Provider's services as they pertain to Media Management Software; and,

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; payment terms described in Exhibit B; Insurance requirements described in Exhibit C; general conditions described in Exhibit D, and subject to the terms and conditions as described in the original agreement, which is attached hereto as Exhibit E; and,


WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Proposal, ("Proposal") attached hereto as Exhibit A; payment term described in Exhibit B Insurance requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. In the event of a conflict between the terms of the exhibits, the terms of Exhibit D shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this Agreement for the services set forth in the Proposal, exceed the sum of Twenty One Thousand Nine Hundred Dollars (\$21,900.00).
4. The term of this Agreement shall commence on July 1, 2014 and end on June 30, 2015. This Agreement shall automatically renew for additional one (1) year renewal periods unless City gives written notice of non-renewal at least thirty days prior to expiration of the current contract term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

**CITY OF LEE'S SUMMIT**

**SERVICE PROVIDER:**

  
Procurement Officer of Record

Granicus, Inc

 11/10/14  
Stephen A. Arbo, City Manager Date

 10/15/14  
Katherine Harriman, Ass't Corporate Secretary Date

**APPROVED AS TO FORM:**

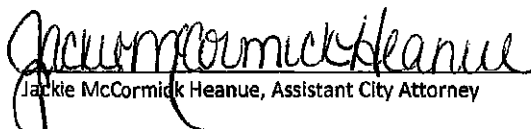
  
Jackie McCormick Heanue, Assistant City Attorney

EXHIBIT A  
Scope of Services

*Granicus® Open Platform*

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

*Government Transparency Suite*

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. [Click here](#) for more information on the Government Transparency Suite.

- Give citizens convenient access to live and archived streaming through your website
  - Reduce public inquiries with searchable, self-service access online
  - Import agendas and index video live to eliminate hours of work
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  - Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics

*Citizen Participation Suite*

The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agenda items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions. [Click here](#) for more information on the Citizen Participation Suite.

- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
- Access community ideas, demographics, and feedback on an iPad with iLegislate®

EXHIBIT B  
Payment Terms  
CURRENT SOLUTION

Software and Managed Services

- **Open Platform**
- **Government Transparency Suite**
- **Citizen Participation Suite**

Subtotal \$1,825.00

**Total Monthly Managed Services \$1,825.00**

EXHIBIT C  
SPECIAL CONDITIONS  
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. INSURANCE REQUIREMENTS:

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

**NOTICE OF CLAIM.** The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant 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 excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING.** The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
  - Carries a Best's policyholder rating of "A" or better;
  - Carries at least a Class VII financial rating.
- OR
- Is a company mutually agreed upon by the City and the Consultant.

**SUB-CONSULTANT'S INSURANCE.**

If any part of the contract is to be sublet, the Consultant shall either:

- Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

**INDEMNIFICATION.** The Consultant shall indemnify and hold the City harmless from any and all damage, loss or liability of any kind whatsoever arising out of this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

**SELF-INSURED RETENTIONS/DEDUCTIBLES.** Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

**PROFESSIONAL LIABILITY.** Professional liability insurance protection must be carried by the consultant, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

**COMMERCIAL GENERAL LIABILITY POLICY.**

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY.** Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto
- OR

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS.

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury  
Independent Contractors  
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
Purchasing Division  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

2. INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.

EXHIBIT D  
GENERAL CONDITIONS

FOR SOLE SOURCE CONTRACTS AND OTHER CONTRACTS NOT PROCURED THROUGH THE RFP, RFQ, OR BID PROCESSES

1. **SCOPE:** The provisions contained in this Exhibit C represent the final manifestation of intent and agreement between the City and the Seller with regard to the subject matter contained herein. It is the intent of the City and the Seller that the provisions contained in this Exhibit C take precedence over any other Contract provisions (particularly the other Exhibits attached to this Contract) which may be in conflict with, or Inconsistent with, the provisions contained in this Exhibit C.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "City" means City of Lee's Summit, MO.
  - b. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - c. The term "seller" means the party awarded the contract referenced above.
  - d. The term "Unit cost" or "Unit price". Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
4. **TERMINATION:** Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **Termination for Convenience:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **Termination Due To Unavailability of Funds In Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
5. **TAX EXEMPT:** The City is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
6. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
7. **RESPONDENT PROHIBITED:** The contract may not be assigned or transferred without the prior written approval of the City.
8. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify the seller for any liability whatsoever.
9. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
10. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any lawsuit arising from or relating to this contract shall only be filed in the Circuit Court of Jackson County, Missouri.
11. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
12. **ANTI-DISCRIMINATION CLAUSE:** The seller shall not in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
13. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
14. **CONFLICTS:** 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 contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Seller 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 contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
15. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is 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 an Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
16. **FUND ALLOCATION:** Continuance of this Contract or issuance of Purchase Orders there under, is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory

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limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

17. FREIGHT/SHIPPING: Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

EXHIBIT E  
ORIGINAL AGREEMENT





**LEE'S SUMMIT**  
MISSOURI

**NOTICE TO PROCEED-RENEWAL**

April 8, 2014

Erin English  
Granicus, Inc.  
600 Harrison Street, Suite 120  
San Francisco, CA 94107

Re: Renewal of Yearly Contract for Granicus  
Contract #2012-107/1R

Dear Ms. English:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be October 10, 2013 through October 9, 2014. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this new contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Bid file  
Accounts Payable

Procurement and Contract Services  
220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | [cityofls.net](http://cityofls.net)

**SERVICE AGREEMENT**  
**2012-107/1R**  
**FOR MEDIA MANAGEMENT SOFTWARE**

This Renewal Agreement made and entered into this 7<sup>th</sup> day of April, 2014, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Granicus, Inc., a California Corporation, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; payment term described in Exhibit B; Insurance requirements described in Exhibit C; and subject to the terms and conditions as described in the original agreement, which is attached hereto as Exhibit D.

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Proposal, ("Proposal") attached hereto as Exhibit A; payment term described in Exhibit B Insurance requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. In the event of a conflict between the terms of the exhibits, the terms of Exhibit D shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this Agreement for the services set forth in the Proposal, exceed the sum of Twenty One Thousand Seven Hundred Dollars (\$21,700.00).
4. The term of this Agreement shall commence on October 10, 2013 and end on October 9, 2014.
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APPROVED AS TO FORM:

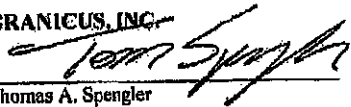
Assistant City Attorney

CITY OF LEE'S SUMMIT

  
Stephen Arbo, City Manager

04/07/2014  
Date

GRANICUS, INC.

  
Thomas A. Spengler

Title: Chief Executive Officer

2/3/14  
Date

EXHIBIT A  
Scope of Services

*Granicus® Open Platform*

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EXHIBIT B  
Payment Terms  
CURRENT SOLUTION

Software and Managed Services

- Open Platform
- Government Transparency Suite
- Citizen Participation Suite

Subtotal

\$1,825.00

**Total Monthly Managed Services**

**\$1,825.00**

**EXHIBIT C**  
**SPECIAL CONDITIONS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**I. INSURANCE REQUIREMENTS: (GENERAL)**

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

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- Any Auto
- OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,	
Bodily Injury and Property Damage:	\$500,000

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Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$300,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS.**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury  
Independent Contractors  
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
Purchasing Division  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

**2. INVOICING AND PAYMENTS:**

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.

**SERVICE AGREEMENT  
FOR GRANICUS, INC.**

This AGREEMENT, made and entered into this 18<sup>th</sup> day of September 2007, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Granicus, Inc., a California Corporation, hereinafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services and payment terms described in Exhibit A, Insurance requirements described in Exhibit B, subject to the General Conditions described in Exhibit C and also subject to the terms and conditions described in Exhibit D, the Granicus, Inc. Services Agreement; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. **Services.** The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Proposal, ("Proposal") attached hereto as Exhibit A; Insurance requirements, attached hereto as Exhibit B; General Conditions, attached hereto as Exhibit C; and the Granicus, Inc. Services Agreement, attached hereto as Exhibit D.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this Agreement for the services set forth in the Proposal, exceed the sum of Thirty Four Thousand Four Hundred Fifty-Five Dollars (\$34,455.00); which includes the cost of software, equipment and services in the amount of \$20,955.00 and managed services fees of \$1,125.00 per month.
4. The term of this Agreement shall commence on October 1, 2007 and end on June 30, 2008. The City has the option of renewing the Agreement pursuant to Article 8.1 in Exhibit D and the managed services fees during any renewal term shall be \$1,125.00 per month.

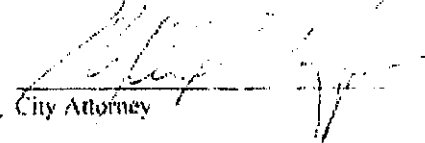
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

**CITY OF LEE'S SUMMIT**

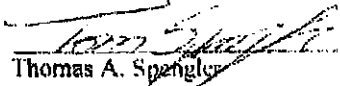
  
Stephen Arbo, Interim City Administrator

DATE: 9/18/17

**APPROVED AS TO FORM:**

  
Ass't. City Attorney

**GRANICUS, INC.**

  
Thomas A. Spengler

Title: Chief Executive Officer

DATE: 9-13-07





568 Howard Street, Ste 300, San Francisco, CA 94105 415.357.3618

5/16/2007

To: The City of Lees Summit  
Randy Dickey  
CTO  
Via email

Randy,

Granicus looks forward to developing a successful long-term relationship with The City of Lees Summit. By selecting Granicus as your streaming media solution provider, you will greatly improve external and internal access to your public meetings. These meetings will be available live over the Internet, and as searchable archives that can be used for efficient long-term record keeping. Streaming with Granicus improves public access beyond what can be provided through cable broadcast. The availability of searchable archives allows a section of any meeting to be retrieved at anytime using a simple keyword search. In addition, documents like staff reports, agenda's, and minutes can be synchronized and linked to your audio and video archive all of which will be available through the City's web site.

While public meeting broadcasts are a compelling and popular use of your Granicus solution, your system can be used by all City departments to present video content internally or externally over the web. Other cities use the Granicus solution to deliver public education content, public service announcements, and video on demand training.

The Granicus solution delivers the functionality desired by The City of Lees Summit, and does it in a way that minimizes the overall cost. Our proposed solution integrates with your current infrastructure and audio video equipment instead of replacing or duplicating it. Additionally, the storage and distribution of your streaming content is offloaded to the Granicus Media Center eliminating your need to invest in additional dedicated bandwidth and servers, which are necessary to support streaming. By automating processes that would normally be done manually the Granicus MediaManager™ software also minimizes the impact streaming has on staff time, and eliminates the need for the IT staff to be on hand during meetings. Agenda items can be indexed in real time, and archives are automatically published to the City's web site minimizing the involvement of your Webmaster. Because meeting archives are readily available on the Internet, the need for the clerk's office to retrieve and prepare meeting records will also diminish over time.

At Granicus, we recognize that a great product is only part of what keeps our clients satisfied. For that reason, Granicus provides 24/7 technical support and onsite user training. We also take full responsibility for maintaining and monitoring the technology that powers your solution, so that you can avoid the cost of developing a team of streaming experts. When you need us we will be there to help.

If you have any questions about our services or this proposal please do not hesitate to contact me.

Most Sincerely,

Michael Osuna  
South Central Regional Director  
Granicus, Inc.



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**Proposed Solution Pricing**

Your Granicus solution was designed based on The City's specific streaming needs. Our pricing reflects our commitment to supply our customers with the highest value and utmost quality. Your solution consists of the components detailed below.

Granicus MediaManager	
<b>MediaManager Software</b>	
Basic	\$6,500.00
Subtotal	<b>\$6,500.00</b>
Granicus OurCast Encoder	
Hardware (Provided by Client) \$0.00	
(1) - Minimum 3.0GHz Pentium 4 with HT technology 32-bit required. 64 bit extensions will not work Minimum 1GB RAM maximum of 2GB RAM and minimum 36GB disk (RAID 1 recommended)	
Windows Server 2003	
(1) - Osprey 230 Encoder Card	\$350.00
<b>Configuration</b>	
Hardware (Provided by Client)	\$0.00
Software	\$650.00
Subtotal	<b>\$1,000.00</b>
Professional Services & Other Hardware	
<b>Training</b>	
(1) - Days Onsite	\$1,600.00
<b>Installation</b>	
(1) - Day Remote	\$325.00
<b>Web Site Integration</b>	<b>\$2,600.00</b>
Subtotal	<b>\$4,525.00</b>
<b>Shipping</b>	<b>\$25.00</b>
<b>Total</b>	<b>\$12,050.00</b>
<b>Total Monthly Managed Services</b>	<b>\$850.00</b>

**Payment Terms:**

Invoices for up-front software, equipment and services will be sent upon completion of deployment. The payment term for the up-front invoice is net 30.

Invoices for the monthly managed services will be sent upon the completion of on-site training and client validation. The payment terms for the monthly managed services are net 30.



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#### Granicus Managed Services

All managed services plans are billed on a monthly basis, and require the first month be paid during the initial setup of your Granicus solution. All plans include full Managed Services, complete monitoring and maintenance of your on-site hardware and 24/7 technical and user support for your complete solution. Managed Services also includes all software upgrades and bug fixes for all of the City's Granicus software components. The goal of our Managed Services program is to help the City realize the highest level of value and satisfaction from Granicus solution, without incurring additional or unexpected costs. Granicus Managed Services include the following:

##### Technical and User Support

Granicus offers continuous customer support and is dedicated to ensuring that the City is completely satisfied with Granicus products and services. Granicus staff is available to the City 24hrs a day, 365 days a year, via the contact info below.

Direct (8:00am to 6:00pm Pacific time): 415-357-3618  
Toll Free (8:00am to 6:00pm Pacific time): 877-889-5495  
Site: [www.granicus.com](http://www.granicus.com)  
Email: [support@granicus.com](mailto:support@granicus.com)

##### Monitoring

As part of the City's Managed Services Granicus will continually monitor, on a 24/7 basis, all the software and hardware included in your solution. Should any malfunction appear, Granicus will immediately notify the City and proceed to resolve the issue. Granicus is committed to repair or replace any non-functioning hardware, provided directly from Granicus, within 24 hours for up to 3 years.

##### Software Upgrades

Granicus provides its software as a "Lifetime License", and all software upgrades are included as part of your Managed Services program. This includes both the rights to use the upgraded software and any services required as part of the upgrade process.

##### Bandwidth and Storage

Through Granicus Managed Services we will provide all of the bandwidth and storage necessary to utilize your solution. The Granicus Managed Services plan includes "Unlimited Bandwidth" for streaming the City's live and on-demand content over the Internet through the Granicus Media Center™.

The Granicus Managed Services base plan also includes 12 months of archiving for all public meetings and 50 hours or 7 Gigabytes of storage for additional content at the Granicus Media Center™.



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**Project Implementation Timeline**

Granicus is pleased to begin a promising and successful relationship with The City of Lees Summit. To begin the process, we have outlined a timeline to ensure the efficient and organized implementation of your Granicus solution. Granicus guarantees a 30-day implementation period, which begins the day the service contract and initial fees are received.

Client delivers signed proposal and service contract to Granicus	Pre Kick-Off
Full purchase order is issued by the Client	Pre Kick-Off
Project Kick-Off	Week 1
Installation project plan completed by Granicus & Client	Week 1
Hardware built, configured and tested	Week 2
Granicus in conjunction with the Client's Webmaster will complete the website integration	Week 2
All Onsite Installations Completed	Week 3
Training Completed	Week 4
Client completes two-day solution testing and final implementation sign off	Week 4
Go-Live: Client releases remaining project funds to Granicus	Week 4

Unless otherwise stated in a program announcement or solicitation, this signed and accepted proposal must be received by 7/31/2007.

Sign to accept proposal.  
Return to representative or:

Granicus, Inc.  
568 Howard St.  
Suite 300  
San Francisco, CA 94105

The City of Lees Summit  
Client Signature: [Signature]  
Date: 9/18/17

Granicus, Inc.  
Signature: [Signature]  
Date: 9-18-07



568 Howard Street, Ste 300, San Francisco, CA 94105 | 415.357.3618

#### Professional Services Description

**Configuration:**

Configuration of Granicus hardware includes the assembly of all server and encoder components. Base operating systems are installed on Granicus or client supplied hardware. The hardware and software is optimized for streaming media applications. Granicus software is then installed and initial configuration and testing is performed.

**Web Site Integration:**

Web site integration includes incorporating the public components of the Granicus Media Management™ software into the client's website, matching the look and feel, and integrating the navigation. This service also includes the custom design of a client specific pop-up video player, or skin, and a custom agenda parser to increase indexing quality and efficiency. In addition, our MinutesMaker feature can be customized to provide automatic generation of cross-linked meeting minutes to meet your specific needs.

**Onsite Installation & Training:**

Onsite installation of hardware at client's location includes configuration of: analog audio and video feeds to the encoder, Internet and LAN connectivity, configuration of firewalls and proxies, all hardware with power and backup power supplies, and final system configuration with the Granicus Media Center. Once the system is up and running Granicus' engineers finish the setup by tuning the audio and video remotely. A training session concludes the onsite visit.

Once the system is installed, our engineers will remotely monitor your equipment to assure that it is continually operating to original specifications.



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### Granicus MediaManager™ Software

Granicus MediaManager™ consists of proprietary web-based software tools designed to efficiently organize and manage your streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting in your hands.

The software has been broken up into four segments to meet the unique needs for a variety of local government agencies. These three components are: 1) Media Manager™ - Basic, 2) MediaManager™ Enterprise, and 3) MediaManager™ - MinutesMaker. Each of these components are described in detail below. MediaManager™ - Basic is the foundation technology of every solution and is required before adding the Enterprise or MinutesMaker software modules.

#### MediaManager™ Basic

##### Public Site:

Our solution includes several pages for your Internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within your audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. This functionality substantially increases the convenience of access to and use of meeting archives. Around these core pages you can instantly control user access using a registration and log in system. All public web pages are seamlessly integrated into your current website, so that the look and feel of your site remains consistent. The MediaManager™ Basic software license allows for one custom build archiving listing page, and one video skin. By adding MediaManager™ - Enterprise you will have the ability to create and customize an unlimited number of public pages by utilizing our templates and views tools. See MediaManager™ - Enterprise for more information.

##### Protected Administration Site:

As a client of Granicus, you will have access to a web based administrative site that will allow you to create and manage archives, schedule and index live events, link documents and minutes of meeting to the video, view real time usage reporting, and configure content distribution. You will also have access to a series of video editing tools that can be used to enhance your on-demand content once it has been broadcasted or encoded.

- **Media Acquisition tools** give you the ability to add audio and video content to your content library from a variety of sources. Utilizing the Granicus Outcast™ encoder, live events can be simultaneously broadcast and archived to the library easily and directly through the live event manager. During a broadcast you can add times stamped data, such as agenda item indices or slides, allowing you to create rich multimedia presentations. You are also given a simple media import tool that can be used to import any pre-encoded content from your desktop into your archive listing. Finally, the Granicus Outcast™ encoder, which is included with MediaManager™ - Basic, can be used to encode your analog video by replacing the live signal with that of a standard video playback device such as a standard VCR or DVD player. In this scenario, the same capture tools for managing a live broadcast can be used to make your valued offline content available online. Granicus also offers in house from encoding from VHS or DVD as part of our professional services.
- **Automatic Live Event Scheduler and Archive Publishing** - Live events, such as City Supervisors meetings, can be easily scheduled to be both broadcast live and archive through the Granicus Live Event Manager. By utilizing this tool, the City will not require staff time or technical assistance to start, stop or archive their live events. Archives are



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automatically transferred from the Granicus OutCast™ encoder to the Granicus MediaCenter™ and automatically published the City's web site. These features substantially decrease the need for staff time to manage content creation and publishing to the City's web site.

- **Media Clip Administration** provides clients the tools to create, edit, delete, index, trim and merge digital video clips. Once the media is in the archive library you can utilize indexing tools that allow you to set multiple "Jump To" points into the video, providing your end user the ability to easily navigate your streaming content. Various other editing and organizational tools allow you to modify your archives and add to the searchable Meta data associated with each archive.
- **Meeting Agenda Parser** allows the City to index its video archives based on agenda item titles, by automatically pulling the agenda item titles and descriptions from the City's agenda and loading them into the Granicus MediaManager™. These agenda item titles are then loaded into the live event manager, which allows you to index your video in real time by simply clicking on an agenda item title and pressing enter when the council or board begins discussing that issue. Other solutions, if they offer indexing, force you to manually retype and load the text for each agenda item. The Agenda Parser feature assures quality indexing and substantially decreases the staff time need to create indices.
- **Searchable Indexes** - Audio and Video archives, which are viewable over the Internet, can be easily indexed with multiple jump points through the Granicus MediaManager™ software. These indexes allow users to jump directly to the specific point in the City's audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. For example a key word search on "Water" will return to the user a direct link to all of the audio/video archives, which discuss water usage in the City. This functionality substantially increases the convenience of access to meeting archives.
- **Searchable Closed Captioning** The Granicus solution supports the use of closed captioning, and the association of the captioning with the streaming media. Captions are viewable during live and archived streaming for full ADA compliance. For archived meetings the captions can also be searched by key words allowing the user to jump to the appropriate point in the video archive. In addition captions can also be used to create a transcript for a particular agenda item through the Granicus MediaManager™ Software.
- **Document Management** enables documents to be manually loaded and linked to video archives and directly associated to the appropriate agenda items, resulting in a searchable archive that includes both the audio/video record of your meeting and the staff reports or other documents that were used during the meeting. Cross-linking documents and audio/video archives provide the most comprehensive records archive system available. To improve the efficiency of integrating and linking your meeting documents with your meeting audio / video see the Document management Integration option included with MinutesLinker™.
- **CD Download with Indexing** - Audio/Video Archives can be quickly downloaded and burned to CD by any administrator of the Granicus solution. The CD download also includes the agenda item indexing information so users of the CD can still jump directly to the agenda items they are interested in. This tool conveniently provides offline copies of your meetings for those citizens without internet access.



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- **Media Delivery** subsystems, such as the Granicus StreamReplicator™ and MediaVault™, maximize your existing infrastructure investment by allowing you to deliver content using local storage and bandwidth when appropriate. These systems function transparently as part of the Granicus solution, and complement the robust delivery architecture at the Granicus MediaCenter™. No special training is required to operate these devices as they function autonomously and are controlled by Granicus MediaManager™ software.
- **Summary Reports** provide you with detailed usage reports concerning: streaming requests, average user bandwidth, outbound bandwidth, content popularity, and media storage usage.





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### Granicus MediaCenter™ - Content Management and Delivery

To deliver reliable, high-quality audio and video content over the Internet you must have a secure and scalable distribution facility able to support hundreds or thousands of concurrent users; with this as our goal we created the Granicus MediaCenter™. The Granicus MediaCenter™ enables us to store and distribute your content over the Internet to ensure your audience consistently receives a high quality stream.

#### How it Works

The Granicus MediaCenter™ is the core of all Granicus Internet broadcast solutions. This secure and reliable facility stores and distributes rich-media events to the public over the internet. Live streams are encoded at your location and one stream is sent to our streaming servers at the Granicus MediaCenter™. Archive files can also be uploaded directly to our servers. Your streaming content will be available through your web site, but the Granicus MediaCenter™ handles all requests for both live and archived streams. The only streaming that will travel over your network is the one stream per source, you are sending to the Granicus MediaCenter™.

The Granicus MediaCenter™ is well equipped to handle all of your streaming needs. It has direct redundant Internet connectivity at optical wavelength speeds to a variety of major Internet backbone providers, including Qwest Communications, SBC/Pacific Bell and others.

In addition to providing standard Internet Data Center power facilities the Granicus MediaCenter™ has the significant added benefit of being a Designated Block 50 facility, allowing the facility to be exempt from rolling blackouts.

#### MediaCenter™ Features:

- Flexible Storage Programs
- Flexible Distribution Programs
- 24/7 System Support
- Redundant Storage
- Redundant Network Connections



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#### Granicus Outcast™ Encoder - Feature Rich Encoding

The Granicus Outcast encoder coupled with the Granicus MediaManager™ Software makes live streaming and archiving a simple and hands off process. Most encoders simply convert an audio video signal into a digital format that can be used for streaming; the Granicus Outcast™ does much more. Using the Granicus Outcast™ with your Granicus solution allows for live event scheduling, automatic web publishing, live indexing, slides, closed captioning, and automatic archiving and file transfer to distribution servers.



#### How it Works

The Outcast™ Encoder integrates with the web-based Granicus MediaManager™ software and transfers live broadcasts to the Granicus MediaCenter™ in real time. The Granicus MediaCenter™ then duplicates and distributes your high quality audio and video content to the audience requesting the content.

While broadcasting a live event, the on-site Granicus Outcast™ Encoder can also archive your broadcasts for on-demand viewing later. Once your broadcast is complete, the encoded event is automatically transferred to the Granicus MediaCenter™ where our suite of streaming media tools is accessible for editing, management and publishing functions.

#### Outcast™ Encoder Features:

- Live & Scheduled Broadcast Control
- Automatic Archiving
- Multiple Bit Rate Support
- Automated Broadcast and Archive Publishing
- Live event management: Indexing, Slides, and Closed Caption

**EXHIBIT B**

**Insurance Requirements**

**1 INSURANCE:**

The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. **PROFESSIONAL LIABILITY**

Professional liability or errors & omissions insurance protection must be carried by the Consultant in the minimum amount of \$1,000,000. Protection must include the infection of a client's computer system

b. **COMMERCIAL GENERAL LIABILITY**

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
General Aggregate:	\$ 1,000,000

Policy must include the following conditions:

- Contractual Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Independent Contractors
- Additional Insured: City of Lee's Summit, Missouri
- General Liability policy may be endorsed to include the Professional Liability risk but it must be specifically identified on the certificate of insurance
- Should the Professional Liability policy address personal injury and/or the products/completed operations risk, it may be excluded from the GL policy, but must be specifically stated on the certificate of insurance.

c. **AUTOMOBILE LIABILITY**

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either

- A) Any Auto  
OR  
B) All Owned Autos, Hired Autos, and Non-Owned Autos

Limits

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$ 500,000  
City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

d. **WORKERS' COMPENSATION**

This insurance shall protect the consultant against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability	
Bodily Injury by Accident	\$ 100,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 100,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
Purchasing Division  
207 SW Market  
Lee's Summit, MO 64063 -2358

**EXHIBIT C**

**PART III  
GENERAL CONDITIONS  
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS  
City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
  - b. The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
  - c. The term "City" means City of Lee's Summit, MO
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "contractor" means the respondent awarded a contract under this proposal.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the Purchasing Office, 207 SW Market Lee's Summit, MO 64063, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.  
  
All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Purchasing Office, 207 SW Market, Lee's Summit, MO 64063, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. **SUBMIT EQUAL.**

Macintosh HD Users:sarah:Desktop Granticus Agreements Lee's Summit Granticus Prof services Agreement 12-29-051.doc

NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.

8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS. Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

9. BONDS:  
When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a BBB+ or better financial performance rating per the current A.M. Best Company ratings.)

10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.

11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **HOLD HARMLESS:** The contractor shall agree to protect, defend, indemnify, and hold the City Council, City of Lee's Summit, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. **DOMESTIC PRODUCTS**  
  
The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Lee's Summit Resolution No. 87-18, MO, State Statute No. 34.353, Section 3, (5).
21. **CONFLICTS:** 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 contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450-105.496 shall not be violated. 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 contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
22. **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or 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 debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

Para 17 Revised by Legal 1-4-06  
Para 21 Revised by Legal 10-31-03  
Para 20 Added by Legal R#02

