



**Request for Proposals**

**Lobbyist Services**

**Kansas City Zoo**

**Friends of the Zoo, Inc. of Kansas City, Missouri**

**January 10, 2013**

## **Project Summary**

Friends of the Zoo (“FOTZ”) is requesting proposals for Lobbyist Services to represent the Kansas City Zoo’s (the “Zoo”) interests in the Missouri General Assembly from January 1, 2013 through May 31, 2013. The purpose of this RFP is to provide a fair evaluation for all candidates and to provide candidates with the evaluation criteria against which they will be judged.

Applicant’s proposal shall include a proposed fee, the basis for the fee, and proposed reimbursable expenses to be charged to the FOTZ. Final determination of fees/expenses will be negotiated between the FOTZ and the successful respondent. The chosen service provider will be paid on a monthly basis throughout the contract period based on the negotiated contract.

## **Company information**

The Kansas City Zoo’s mission – to educate and entertain while instilling a respect for nature and conservancy – is timely, relevant and energizing. The Kansas City Zoo has a 104-year history in Kansas City’s Swope Park. With the Zoo’s recent capital improvement success stories (introducing Nikita the polar bear) and the confidence of its community (70% of Jackson and Clay counties approved the Zoo’s recent tax initiative), the Zoo is well positioned to reach and surpass its goals of stimulating and inspiring all visitors as it continues to become the “edutainment” capital of the Midwest.

Open 12-months a year, the Zoo serves the metropolitan community of six counties, including urban, suburban and rural demographics. Over 713,000 guests strolled the 202 acre Zoo in 2011, the second-highest, one-year attendance marker in the Zoo’s history; 2012 is set to break last year’s attendance.

The Zoo’s story began in 1908 when the Kansas City Zoological Society asked the Board of Parks Commissions for 60 acres within Swope Park and \$32,000. The first expansion took place in 1912. During that same year, the Zoo became primarily self-sufficient, producing most of the food for the animals from gardens within the park itself. The 40’s and 50’s saw a spurt of activity, yet it was not until 1959 that the Zoo engaged in a partnership that continues to guide it today. In 2002, Friends of the Zoo, Inc., Kansas City, Mo – a 501(c)3, not-for-profit organization – took the reins of the Zoo’s growth with a focused commitment for improving and supporting Zoo facilities, animals and educational programs.

Polar Bear Passage was named the 2010 Midwest Travel Treasure by AAA. America’s Best Zoo book featured the Kansas City Zoo as one of the top 60 zoos in the United States boasting the best African, Kangaroo and Chimp exhibits. The Zoo continues to win the favorite family day trip from KCParent Magazine and the best kids’ attraction as voted on by tourists visiting Kansas City.

## **Description and Purpose**

The Zoo is requesting proposals to contract with a firm to lobby the legislative and executive branches of the Missouri state government on behalf of the Zoo. The successful service provider will actively and continuously lobby the General Assembly and Governor to assist the Zoo in key areas including, but not limited to, the following:

- a) Overall source of funding, including identifying new opportunities for funding from State government;
- b) Missouri county's (i.e. Jackson, Clay and surrounding counties) zoological policies;
- c) Missouri State's zoological statutes (Chapter 184 of Missouri Revised Statutes); and
- d) Other legislation benefiting like intuitions.

The successful service provider will also be responsible for the following:

- a) Act as the representative and advocate on behalf of the Zoo in Jefferson City, Missouri;
- b) Confer with Zoo and FOTZ representatives on planning and program activity that has a bearing on the Zoo to make the best use of any state or county programs;
- c) Maintain liaison with the Jackson and Clay County legislative delegation and assist the delegation in matters of interest to the Zoo;
- d) Contact state agencies on the Zoo's behalf when applications are under consideration;
- e) Review state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and other state developments for the purpose of advising the Zoo of items that may have a bearing on the Zoo's policies, programs and funding;
- f) Counsel with the FOTZ and the Zoo regarding appearance by local personnel before legislative committees and administrative agencies and arrange for appointments as necessary;
- g) Secure and furnish detailed information, as may be available, on state and local issues in which the Zoo indicates an interest; and
- h) Review and comment on proposals of the Zoo, which are being prepared for submission to state agencies, when requested to do so by the Zoo or FOTZ.

The successful service provider will also have demonstrated knowledge of and experience in successfully working with the following processes and agencies:

- a) The state budget and appropriations process;
- b) Missouri's legislative and executive branch;
- c) The Missouri House and Senate and its staff; and
- d) The Jackson and Clay County delegation and their staff.

By verbal interview, the firm must articulate credible and positive working relationships with the Governor, staff and state agencies – particularly those with jurisdiction over those areas of interest to the Zoo.

Familiarity with members of the General Assembly and the Executive branch, their offices and staff of the local legislative delegation, as well as relevant committee chairs and their staffs, will also be an important consideration in the selection process.

In order to qualify for award of the Contract, the firm and/or the person(s) assigned to provide services to the Zoo, must have at least three (3) years of qualifying, direct experience, as determined by the Zoo, in lobbying at the state level in both the legislative and executive branches of the government. The ability to demonstrate successful performance of comparable work for units of local government and similar priorities will be an important consideration in the selection process.

## **Goals**

The goal is to protect the interests and funding mechanisms and accessing additional funding sources for the Kansas City Zoo.

## **Proposal Guidelines and Requirements**

This is an open and competitive process.

All proposals should be submitted in written format and should be no longer than thirty (30) pages. Ten (10) copies of the proposal must be received by 5:00 p.m. January 24<sup>th</sup> at the Zoo. Proposals will be reviewed by the Governmental Affairs Committee and the Kansas City Zoo staff. Finalists will be notified in writing.

Proposals received after January 24th will not be considered and will be returned unopened.

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

If the execution of work to be performed by your company requires the hiring of sub-contractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined in your proposal. Please provide the name, address and EIN of the sub-contractor. A proposal based upon the use of sub-contractors will not be refused; however, we retain the right to refuse the sub-contractors you have selected.

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

## Estimated Schedule

|                          |                                     |
|--------------------------|-------------------------------------|
| January 10, 2013         | RFP Issued                          |
| January 24, 2013         | Due Date For Proposals              |
| Week of January 28, 2013 | Short Listed Firms Will Be Notified |
| TBD                      | Interview Short Listed Firms        |
| TBD                      | Selection/Negotiation               |

## Content of Proposal

**In order to assure uniformity of the Proposal and to facilitate the evaluation process, all Proposal shall be organized and their parts labeled with tabs, as follows (the Proposal 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):**

### **Part I – Business/Firm Profile**

- Legal name, address, phone, fax, email and web address
- Brief history of business/firm
- List all services provided by the business/firm
- Number of total employees, including the total employees in Kansas City, Missouri and the number of employees in the Greater Kansas City Area
- Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Has the business/firm ever been disqualified from working for the City of Kansas City or any other public entity? If yes, explain the circumstances.

### **Part II – Experience**

- Include a list of the five (5) most relevant or comparable contracts related to the services identified in under the Section of this RFP entitled, “Description And Purpose,” completed by your business/firm during the past five years. For each listed contract, provide a narrative that includes:
  - a. the assigned project personnel
  - b. scope of services provided
  - c. dollar amount of the contract
  - d. the contracting entity’s contact person, email address and telephone number
  - e. summary of how your business/firm delivered services

- f. pricing and contractual compensation terms

### **Part III – Personnel**

- Please provide your staff capacity for meeting the FOTZ’s needs outlined in this RFP
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
  - a. Description of relevant experience
  - b. Years of employment with the business/firm
  - c. City and State residence
  - d. State time commitment on other accounts
  - e. Applicable professional registrations, education, certifications and credentials
- Provide an organizational chart of the assigned staff

### **Project Approach**

- Discuss your approach to a project with specific references to the services requested in this RFP
- Highlight unique services and management tools and indicate the benefits of them to FOTZ. What makes your business/firm better than the competition?

### **Pricing**

- Include a price quote for services rendered that are responsive to this RFP
- Your price quote should be inclusive of all fees and costs needed to meet the requirements outlined above. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.
- FOTZ anticipates that the costs and expenses for the services described by this RFP would not exceed \$5,000, per month. However, we welcome all proposals and none will be excluded from consideration, based upon any proposed cost or fee structure.

### **Contract Terms**

The FOTZ will negotiate contract terms upon selection. All contracts are subject to review by the FOTZ’s legal counsel, the Zoo’s personnel and the Zoo’s legal counsel. The project will be awarded upon signing of an agreement or contract that outlines terms, scope, budget and other necessary items.

### **Change in RFP, Contract and Additional Work**

The FOTZ reserve the right to add, delete, modify or enlarge this RFP including any specifications and/or statement of work, the proposed contract, the terms and conditions, and any

subsequently executed contracts. The FOTZ reserves the right to award additional contracts for related work or subsequent projects to the selected professionals.

### **Interviews, Discussions and Negotiations**

All proposals may be subject to negotiation at any time. Interviews may be conducted with none, one, some or all of the responding agencies/firms that submitted proposals. Proposals may be evaluated and awarded with or without discussions and negotiations. Additional information may be requested for any or all of the agencies. Negotiations will not be deemed a counter offer or a rejection of any proposal.

### **Rejection of Proposals**

The FOTZ reserves the right to reject any and all proposals and to award one or more contracts for all or any portion of the project.

### **Best and Final Offers**

The FOTZ reserves the right to request one or more best and final offers.

### **Waivers**

The FOTZ may waive any requirements imposed in this RFP when the requirement waived would be waived for all proposals and waiver is in the best interest of the Zoo.

### **Closed Records**

All proposals, documents, and meetings relating to this RFP may remain closed records or meetings under the Missouri Sunshine Act only until a contract is executed or until all proposals are rejected.

### **Disclosure of Proprietary Information**

Proposal may restrict the disclosure of information which is proprietary in nature, or other information that is protected from public disclosure by law. This can be done by segregating the information in a separate and sealed envelope marked "Proprietary Information".

After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information" is requested under the Missouri Sunshine Law, the agency/firm will be notified and it will be the burden of the agency/firm to establish that such documents are exempt from the disclosure under the law.

### **Evaluation Criteria/Rankings**

Any evaluation criteria, weighing of criteria or ranking used by the FOTZ is only a tool to assist in the selection of the most qualified agency/firm for this project. Criteria, criteria weights and

rankings can change at any time. Evaluation scores or ranks do not create an expectation to a contract regardless of any score or ranking given.

### **Minority/Women Business Enterprise Program**

Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have maximum opportunity to participate.

### **General Terms and Conditions**

Disclaimer or Liability. The Zoo and FOTZ will not hold harmless or indemnify any bidder/supplier for any liability whatsoever.

Hold Harmless. The contractor agrees to protect, defend, indemnify and hold the Zoo and FOTZ, its officers, 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 or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for and thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

- Anti-Discrimination Clause. No bidder 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.
- Price Stability. All service providers providing responses to this RFP must agree that all prices quoted in the proposal shall remain in full effect for the entire term of the agreement, including any voluntary extensions.
- Incurred Costs. Neither the Zoo nor the FOTZ is not liable for any costs incurred by a service provider in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law.
- Communication with Zoo or FOTZ Employees. Service providers shall not communicate with any Zoo or FOTZ employees regarding this RFP with the exception of submitting written questions. Verbal communications from employees shall in no case supersede any written communications from the Zoo or the FOTZ.

- Improper Business Relationships. Service providers shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between the service provider; the Zoo or FOTZ; any employee, officer, director, or principal of the service provider or the Zoo or FOTZ; and any other party. The FOTZ reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The FOTZ also reserves the right to decide at its sole discretion whether disqualification of the service provider and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the Zoo or the FOTZ. In the event the FOTZ disqualifies a service provider based on an improper communication or relationship with a Zoo or FOTZ employee, and that service provider's proposal would have otherwise been considered the lowest and best proposal, the FOTZ reserves the right to select as the winning proposal the next-lowest priced proposal that it deems responsive to the RFP.
- Compliance with Applicable Laws. Service providers agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements under law that apply to the scope of work, including all reporting and registration requirements. Service providers further agree that this RFP and any contract awarded pursuant to this RFP will be governed under the laws of the State of Missouri.
- No Collusion. By submitting a proposal in response to this RFP, the service provider and each person signing on behalf of the service provider certify, under penalty of perjury, that to the best of his/her belief:
  - The prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other service provider, or any other competitor.
  - Unless otherwise required by law, the prices in the proposal have not been knowingly disclosed by the service provider, and will not be knowingly disclosed by the service provider, prior to opening, directly or indirectly, to any other service provider or competitor.
  - No attempt has been made or will be made by the service provider to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restricting competition.
- Grievances. Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Randy Wisthoff, Director/CEO of the Kansas City Zoo.

## Questions

Questions may be forwarded to the project manager, Laura Berger at [LauraLBerger@fotzkc.org](mailto:LauraLBerger@fotzkc.org). Questions received less than one day prior to the submittal date may not be answered. Interpretations or clarifications considered necessary by the project manager will be issued to all proposals/agencies. Oral or other interpretations or clarifications shall be without legal effect, even if made at a pre-proposal meeting.