

CONFIDENTIALITY STATEMENT

RFP EV2671

**Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts
and Services**

As a Participant in the evaluation process, all information (written or oral) obtained about any individual or agency is to be considered highly confidential and will not be disclosed to any person(s) or agency(ies) outside this committee. This includes, but is not limited to: employees, personnel policies, financial and budget items, and the goals/objectives of the agency's proposal. All rating sheets, requests for proposals (RFP) and other materials used to determine the awards are the property of the Kansas City Procurement Services Division and will not be disclosed to persons or agencies outside of this committee. This statement also requires you to disclose your affiliation with any supplier which is eligible for award, for which you (or a family member) serve in a staff, officer or board capacity.

By signing below, you agree to abide by the above confidentiality statement:



Signature of Evaluation Participant



Please print name

7/1/2019

Date

CONFIDENTIALITY AGREEMENT

RFP EV2671

Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Agreement is dated this 1st day of July, 2019 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Corey Imhoff of OMNIA Partners (Selection Committee Member).

WHEREAS, the City has established a selection committee for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services (the "RFP"); and

WHEREAS, the selection, negotiation and execution of a contract are matters that are closed under the Missouri Sunshine Law, Section 610.021(12), RSMo; and

WHEREAS, City will be providing Selection Committee Member documents that are closed under the Sunshine Law; and

WHEREAS, Selection Committee Member may attend meetings that are closed under the Sunshine Law;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement.
2. City proposes to disclose certain of its confidential, proprietary and closed record information (the "Confidential Information") relating to the selection of a proposer to enter into a contract with the City. Confidential Information shall include, but is not limited to, all data, materials, products, technology, specifications, plans, business plans, marketing plans, site selection information, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Selection Committee Member by City. Nothing herein shall require City to disclose any of its information.
3. Selection Committee Member agrees that the Confidential Information is to be considered confidential and proprietary to City and Selection Committee Member shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of the RFP selection process. Selection Committee Member shall not disclose, publish or otherwise reveal any of the Confidential Information received from City to any other party whatsoever except with the specific prior written authorization of City.
4. Confidential Information furnished to Selection Committee Member shall not be duplicated by Selection Committee Member except for purposes of this Agreement. Upon the request of City, Selection Committee Member shall return all Confidential Information

including copies, or reproductions or other media containing such Confidential Information, to City within ten (10) days of such request.

5. Selection Committee Member shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Selection Committee Member; is rightfully received by Selection Committee Member without obligations of confidentiality; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to City along with the asserted grounds for disclosure.
6. City shall own all Confidential Information and Selection Committee Member shall have no rights in any Confidential Information.
7. Selection Committee Member shall keep all such Confidential Information in confidence unless or until the information becomes a Public Record pursuant to Chapter 610, RSMo.
8. Selection Committee Member agrees not to disclose Selection Committee Member's participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held, or the substance of matters discussed of any such meeting.
9. Selection Committee Member agrees that this Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law. A copy of this Agreement shall constitute an original and shall be acceptable in a court of law.
10. Conflict of Interest. Selection Committee Member certifies that Selection Committee Member's spouse and immediate family:
 - (a) do not have a financial interest or other personal interest which is incompatible with the proper discharge of Selection Committee Member's official duties in the public interest or would tend to impair Selection Committee Member's independence, judgment or action in the performance of Selection Committee Member's official duties in serving on the Selection Committee.
 - (b) are not negotiating or have an arrangement concerning prospective employment with any potential responder to this RFP.
 - (c) do not have any interest that would give the appearance of impropriety by Selection Committee Member's participation on the Selection Committee.
11. Selection Committee Member shall immediately resign if a Selection Committee Member has a conflict of interest as specified in Section 10 of this Agreement.

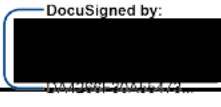
- 12. Selection Committee Member shall discharge their duties impartially and free from impairments.
- 13. Selection Committee Member shall not utilize information obtained in the course of their service to the City and not available to the public in general to obtain a financial advantage for himself or herself or for any other person or organization.
- 14. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

COMMITTEE MEMBER

By:  _____

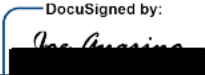
Date: 7/1/2019 _____

KANSAS CITY, MISSOURI

By:  _____

Date: 7-1-2019 _____

Approved as to form:

 _____ 7/1/2019
Assistant City Attorney (Date)

CONFIDENTIALITY AGREEMENT

RFP EV2671

Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Agreement is dated this 1st day of July, 2019 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Jessica Goforth of OMNIA Partners (Selection Committee Member).

WHEREAS, the City has established a selection committee for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services (the "RFP"); and

WHEREAS, the selection, negotiation and execution of a contract are matters that are closed under the Missouri Sunshine Law, Section 610.021(12), RSMo; and

WHEREAS, City will be providing Selection Committee Member documents that are closed under the Sunshine Law; and

WHEREAS, Selection Committee Member may attend meetings that are closed under the Sunshine Law;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:


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2. City proposes to disclose certain of its confidential, proprietary and closed record information (the "Confidential Information") relating to the selection of a proposer to enter into a contract with the City. Confidential Information shall include, but is not limited to, all data, materials, products, technology, specifications, plans, business plans, marketing plans, site selection information, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Selection Committee Member by City. Nothing herein shall require City to disclose any of its information.
3. Selection Committee Member agrees that the Confidential Information is to be considered confidential and proprietary to City and Selection Committee Member shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of the RFP selection process. Selection Committee Member shall not disclose, publish or otherwise reveal any of the Confidential Information received from City to any other party whatsoever except with the specific prior written authorization of City.
4. Confidential Information furnished to Selection Committee Member shall not be duplicated by Selection Committee Member except for purposes of this Agreement. Upon the request of City, Selection Committee Member shall return all Confidential Information

including copies, or reproductions or other media containing such Confidential Information, to City within ten (10) days of such request.

5. Selection Committee Member shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Selection Committee Member; is rightfully received by Selection Committee Member without obligations of confidentiality; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to City along with the asserted grounds for disclosure.
6. City shall own all Confidential Information and Selection Committee Member shall have no rights in any Confidential Information.
7. Selection Committee Member shall keep all such Confidential Information in confidence unless or until the information becomes a Public Record pursuant to Chapter 610, RSMo.
8. Selection Committee Member agrees not to disclose Selection Committee Member's participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held, or the substance of matters discussed of any such meeting.
9. Selection Committee Member agrees that this Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law. A copy of this Agreement shall constitute an original and shall be acceptable in a court of law.
10. Conflict of Interest. Selection Committee Member certifies that Selection Committee Member's spouse and immediate family:
 - (a) do not have a financial interest or other personal interest which is incompatible with the proper discharge of Selection Committee Member's official duties in the public interest or would tend to impair Selection Committee Member's independence, judgment or action in the performance of Selection Committee Member's official duties in serving on the Selection Committee.
 - (b) are not negotiating or have an arrangement concerning prospective employment with any potential responder to this RFP.
 - (c) do not have any interest that would give the appearance of impropriety by Selection Committee Member's participation on the Selection Committee.
11. Selection Committee Member shall immediately resign if a Selection Committee Member has a conflict of interest as specified in Section 10 of this Agreement.


- 12. Selection Committee Member shall discharge their duties impartially and free from impairments.
- 13. Selection Committee Member shall not utilize information obtained in the course of their service to the City and not available to the public in general to obtain a financial advantage for himself or herself or for any other person or organization.
- 14. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

COMMITTEE MEMBER


By: 

Date: 7/8/2019

KANSAS CITY, MISSOURI

By: 

Date: 7-1-2019

 m:

Assistant City Attorney (Date)

CONFIDENTIALITY AGREEMENT

RFP EV2671

Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Agreement is dated this 11th day of July, 2019 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Kenneth Williams of the City of Kansas City, MO (Selection Committee Member).

WHEREAS, the City has established a selection committee for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services (the "RFP"); and

WHEREAS, the selection, negotiation and execution of a contract are matters that are closed under the Missouri Sunshine Law, Section 610.021(12), RSMo; and

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WHEREAS, Selection Committee Member may attend meetings that are closed under the Sunshine Law;

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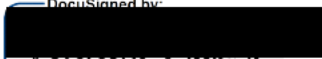
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3. Selection Committee Member agrees that the Confidential Information is to be considered confidential and proprietary to City and Selection Committee Member shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of the RFP selection process. Selection Committee Member shall not disclose, publish or otherwise reveal any of the Confidential Information received from City to any other party whatsoever except with the specific prior written authorization of City.
4. Confidential Information furnished to Selection Committee Member shall not be duplicated by Selection Committee Member except for purposes of this Agreement. Upon the request of City, Selection Committee Member shall return all Confidential Information

including copies, or reproductions or other media containing such Confidential Information, to City within ten (10) days of such request.

5. Selection Committee Member shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Selection Committee Member; is rightfully received by Selection Committee Member without obligations of confidentiality; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to City along with the asserted grounds for disclosure.
6. City shall own all Confidential Information and Selection Committee Member shall have no rights in any Confidential Information.
7. Selection Committee Member shall keep all such Confidential Information in confidence unless or until the information becomes a Public Record pursuant to Chapter 610, RSMo.
8. Selection Committee Member agrees not to disclose Selection Committee Member's participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held, or the substance of matters discussed of any such meeting.
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10. Conflict of Interest. Selection Committee Member certifies that Selection Committee Member's spouse and immediate family:
 - (a) do not have a financial interest or other personal interest which is incompatible with the proper discharge of Selection Committee Member's official duties in the public interest or would tend to impair Selection Committee Member's independence, judgment or action in the performance of Selection Committee Member's official duties in serving on the Selection Committee.
 - (b) are not negotiating or have an arrangement concerning prospective employment with any potential responder to this RFP.
 - (c) do not have any interest that would give the appearance of impropriety by Selection Committee Member's participation on the Selection Committee.
11. Selection Committee Member shall immediately resign if a Selection Committee Member has a conflict of interest as specified in Section 10 of this Agreement.

- 12. Selection Committee Member shall discharge their duties impartially and free from impairments.
- 13. Selection Committee Member shall not utilize information obtained in the course of their service to the City and not available to the public in general to obtain a financial advantage for himself or herself or for any other person or organization.
- 14. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

COMMITTEE MEMBER


By: 

Date: 8/26/2019 _____

KANSAS CITY, MISSOURI

By: _____

Date: _____

App 

Assistant City Attorney (Date)

CONFIDENTIALITY AGREEMENT

RFP EV2671

Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Agreement is dated this 11th day of July, 2019 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Matthew Cunningham of the City of Kansas City, MO (Selection Committee Member).

WHEREAS, the City has established a selection committee for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services (the "RFP"); and

WHEREAS, the selection, negotiation and execution of a contract are matters that are closed under the Missouri Sunshine Law, Section 610.021(12), RSMo; and

WHEREAS, City will be providing Selection Committee Member documents that are closed under the Sunshine Law; and

WHEREAS, Selection Committee Member may attend meetings that are closed under the Sunshine Law;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:


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COMMITTEE MEMBER


By: 

7/24/2019
Date: _____

KANSAS CITY, MISSOURI

By: 

7/25/2019
Date: _____



Assistant City Attorney (Date)

CONFIDENTIALITY AGREEMENT

RFP EV2671

Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Agreement is dated this 1st day of July, 2019 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Melissa Yusilon of City of Los Angeles (Selection Committee Member).

WHEREAS, the City has established a selection committee for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services (the "RFP"); and

WHEREAS, the selection, negotiation and execution of a contract are matters that are closed under the Missouri Sunshine Law, Section 610.021(12), RSMo; and

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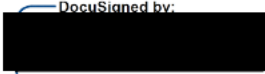
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COMMITTEE MEMBER


By: 

Date: 7/3/2019

KANSAS CITY, MISSOURI

By: 

Date: 7-1-2019

A 

Assistant City Attorney (Date)

CONFIDENTIALITY AGREEMENT

RFP EV2671

Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services

THIS Agreement is dated this 1st day of July, 2019 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Michael Lasley of OMNIA Partners (Selection Committee Member).

WHEREAS, the City has established a selection committee for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services (the "RFP"); and

WHEREAS, the selection, negotiation and execution of a contract are matters that are closed under the Missouri Sunshine Law, Section 610.021(12), RSMo; and

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COMMITTEE MEMBER

By:



7E5934C1-DD1C-4338-85B7-7CF0E6CE31ED

7/1/2019

Date:

KANSAS CITY, MISSOURI

By:

Date: 7-1-2019

Approved as to form:

Assistant City Attorney

(Date)

EV2671- Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services Results

Vendor	Score	% of Total
Columbia Vehicle Group	102.6	68.4
Strategic Accounts	108.35	72.2