

# **KANSAS CITY PUBLIC LIBRARY**

## **REQUEST FOR PROPOSALS FOR A COMPREHENSIVE CLASSIFICATION & TOTAL REWARDS STUDY**

June 17, 2025



**Kansas City  
Public Library**

14 West 10<sup>th</sup> Street  
Kansas City, Missouri 64105

Proposals will be accepted until:  
11:00 a.m. (Local Time)  
Friday, July 18, 2025

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# **REQUEST FOR PROPOSALS FOR A COMPREHENSIVE CLASSIFICATION & TOTAL REWARDS STUDY**

## **Instructions to Vendors**

### **General Instructions**

The Kansas City Public Library ("Library") invites qualified applicants to submit proposals for a comprehensive classification and total rewards study.

### **Submission of Proposal**

Proposals may be submitted in hard print copy and/or email, to be received no later than 11:00 a.m. (Local Time) Friday, July 18, 2025. All correspondence should be marked "**KCPL Comprehensive Classification and Total Rewards Study.**" Please note that if you are submitting your proposal by email, the Library must receive the email no later than 11:00 a.m. (Local Time). If submitting a hard print copy of your proposal, copies may be mailed or delivered to the "Official Contact" address below.

### **Official Contact**

Any questions concerning this Request for Proposal ("RFP") should be submitted via email to:

Jessica Addo  
Kansas City Public Library  
14 West 10<sup>th</sup> Street  
Kansas City, MO 64105  
816-701-3563  
purchasing@kclibrary.org

All questions concerning this RFP must be received no later than Wednesday, July 2, 2025, by 5:00 p.m. (Local Time).

### **Ownership of Documents**

Any reports, studies, conclusions, and summaries prepared by the Proposer through the course of this RFP shall become the property of the Library.

### **Confidentiality of Information**

Any proprietary information furnished by a Proposer to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

### **RFP Awards**

The Library reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of the Library. The Library

reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the Library.

### **Addenda/Cancellation**

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Proposers who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available and Cancellations will be posted on the Library's RFP/RFQ website (currently: <https://www.kclibrary.org/public-notices>). Proposers should monitor the Library's RFP/RFQ website for updates/information/addenda/cancellations. Verbal modifications to the RFP specifications shall not be binding upon the Library.

### **Clarification of Proposals**

The Library reserves the right to obtain clarification of any point in the proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal.

### **Method of Selection**

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the Library. In general, the following criteria will be used: **price, qualifications, service approach, and the experience of the Proposer**. Per Library policy, a preference will be given to local vendors and minority/women business enterprises (M/WBE). Additionally, Missouri-based, service-disabled veteran enterprises (SDVE) certified by the State of Missouri Office of Administration will receive a three (3) point bonus preference.

After the Library's initial evaluation of proposals, select proposals will undergo a detailed review and evaluation. As part of this detailed review of proposals, selected Proposers may be required to make oral presentations of their proposals to the Library. These presentations provide an opportunity for the Proposers to clarify the proposals.

The Library will negotiate with the selected Proposer(s) for mutually agreeable terms for the Library's comprehensive classification and total rewards study before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

### **Acceptance of RFP Terms**

A proposal submitted in response to this RFP shall constitute a binding offer. The Proposer shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Proposer's authorized representative may withdraw proposals only by written request received before the proposal due date.

**Proposal Validity Period**

Each proposal shall be valid for a period of sixty (60) days from the proposal due date.

**Non-Collusion**

Proposer(s) certify that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**Hold Harmless**

The Proposer shall hold harmless, defend, and indemnify the Library and the Library's officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer's failure to provide worker's compensation coverage and liability coverage.

## **General Specifications**

**Background**

Established in 1873, the Library is Kansas City's oldest cultural institution and for the first 112 years of its existence, operated as a department of the Kansas City Missouri school system. In 1986, the Library became its own political subdivision.

Today, the Library primarily serves Kansas City, Missouri (population 510,704), as well as a portion of Independence, Missouri and Sugar Creek, Missouri through its Central Library, nine (9) branch libraries, a digital library, and a variety of outreach and mobile services. The Library's annual operating budget is approximately \$30 million composed primarily of property tax revenues and contributed funds. This past year, the Kansas City Public Library had 1.3 million visits, and 89,000 attended in-person programs across all age groups (adults, juveniles, and teens). The fiscal year runs July 1 – June 30.

The Library is governed by a nine (9) member Board of Trustees that includes seven (7) members appointed by the Mayor of Kansas City, one (1) member appointed by the Mayor of Independence, and one (1) member appointed by the Mayor of Sugar Creek.

The Kansas City Public Library District, an urban public library district organized under Sections 182.701-182.723 of the Revised Statutes of Missouri, serves as a reliable community resource and a center for intellectual freedom serving primarily the residents of the Kansas City Public Library District and secondarily, the residents of the larger metropolitan area by acquiring, organizing and disseminating books, non-print materials and services that educate, enrich, entertain and inform, free of charge to our cardholders.

On December 5, 2023, the Library marked its 150<sup>th</sup> anniversary. This publication (<https://kclibrary.org/150/magazine>) provides a vital snapshot of the Library's work – past and present – including information about all branch locations and programming offered by the Library. Find more about Library services and programming at [www.kclibrary.org](http://www.kclibrary.org), and past annual reports can be found at [www.kclibrary.org/about](http://www.kclibrary.org/about).

## Objectives

The ultimate outcome of the Comprehensive Classification and Total Rewards Study is a detailed, actionable Total Rewards model and implementation plan that will align with best practices, support the recruitment and retention of qualified, diverse employees representative of our urban public library district, provide for equitable compensation, and be financially and administratively sustainable.

The Library's objectives are:

- **Pay & Benefit Analysis.** To understand the competitiveness of current employee pay rates against similar organizations, including compression and equity factors to ensure fair compensation relative to the position, experience, and performance. Benefits to be reviewed include medical insurance, defined benefit pension plan, and paid leave.
- **Revised Classification Structure (Salary Schedule).** Developed based on the findings of the study.
- **Pay Incentive Structure Assessment.** Assessing the design and impact of performance-based pay and making recommendations.
- **Cost Analysis.** Analyzing costs and identifying alternative or creative opportunities for solutions.
- **Implementation Recommendations & Support.** Recommend a phased implementation plan including financial considerations to appropriately realign employee compensation as necessary, including communications support to Library employees.

The study will encompass all full-time, part-time, and substitute positions at the Library, including the Library Director/CEO. The Appendix Section includes details on employee counts and functions, the current classification structure, history of pay for performance, and details on employer contributions to benefits.

The Library currently conducts a review of starting pay when vacancies arise, using local data sources such as regional public library classifications structures, the Greater Kansas City Nonprofit Organizations & Associations survey reports, and free online sources such as Indeed and Salary.Com to meet market-competitiveness. We do not have a date for the last compensation study. The classification structure is a legacy system derived from the American Library Association.

Concurrently, the Library is engaging in a strategic planning process, to be carried out through the remainder of 2025. This provides a great opportunity for alignment between this Scope of Work and the Library's people, structure, and long-term goals.

All work will be done with regular involvement of the Chief People Officer and Human Relations Manager. Library Leadership (Library Director & Executive, Assistant Director/Chief Operating Officer, Chief Financial Officer, Diversity, Equity and Inclusion (DEI) Officer and remaining four members of the Executive Team) and other key personnel will be involved as necessary.

## Scope of Work

### A. Job Audit & Analysis of Classification Structure

1. Review current classification structure (salary schedule including pay grades and ranges) and meet with Library Leadership to understand current challenges in recruiting and retaining qualified, diverse employees.
2. Evaluate job titles, duties, and responsibilities using questionnaires, interviews, and/or tools like point factors to determine whether positions are properly classified (similar work, level of responsibility, education & experience), and suggest corrections on identified discrepancies, consulting with the Chief People Officer as needed. The Human Relations Manager will provide an employee census for this purpose. Most job descriptions are available and can provide guidance for this purpose as well, but updates are needed in some areas.
  - a. Provide data-driven recommendations on adjustments to a classification structure that provides justifiable pay differences between individual classes (ex. professional and senior professional.)
  - b. Assist the Library in building an updated, transparent classification structure that provides clarity on what is required for each class.
  - c. Include recommendations for step scale progression or other alternative compensation structures.
  - d. Identify and recommend career ladders/ promotional opportunities where possible, that would provide a framework for employees to see how they can grow in their Library career.

### B. External Market Analysis: Pay, Benefits & Incentives

1. Review the current Total Rewards structure (pay, benefits, and incentive for annual pay for performance), meeting with the Chief People Officer & Human Relations Manager to understand the value that is being provided to employees and the cost to the organization.
2. Conduct a compensation and benefit study, providing market comparisons for each job classification to evaluate competitiveness in the labor market.
  - a. Identify and recommend consistent, comparable, and competitive labor markets for meeting the market rate and benchmarking for libraries and similar public sector organizations in the region/ with area populations ranging from 500,000-999,999.
  - b. Positions where no reasonable public sector equivalent exist may require benchmarking against private sector roles (ex. IT, finance, facilities, etc.)
  - c. Each position is to be evaluated based on, but not limited to, factors such as required education and experience, decision making/independent judgement, supervisory responsibilities, etc.
  - d. Provide public and private sector benchmarking sources for approval to the Chief People Officer prior to conducting work.
  - e. Conduct benchmarking for:

- 1) Pay rates by position relative to the market mean, median, and 80th percentile.
  - 2) Employer contributions against comparable organizations related to the following benefits, compiling data to include the value to comparative market pay:
    - Medical insurance plans;
    - Defined benefit pension plan;
    - Paid leave plan, including recommendations regarding the development and impact of paid parental or caregiver leave (not currently utilized by the Library.)
  - 3) Incentive pay provided by way of a common date annual pay for performance increase that meets the average market rate.
  - f. Make note on any recommendation for positions where the Library may want to exceed a “meet” market rate.
3. Discuss and analyze data related to other key compensation practices noted in the review, including but not limited to special pay rates/differentials for:
- a. Bilingual pay.
  - b. Temporary assignment, special assignment, or other recommended pay differentials.
  - c. Starting pay range for new hires, to acknowledge and manage candidates who go beyond the minimum requirements of the position, and to provide flexibility based on market competitiveness and the Library’s need to fill positions.
  - d. Research financial impact of raising the minimum pay in the classification structure to the Missouri livable wage, for potential consideration by the Board of Trustees and Library Executive Leadership in future years.

### **C. Internal Compression/Equity Analysis**

1. Conduct a compression analysis of existing employee pay rates, including length of service. Provide information to the Chief People Officer for review against factors such as incentive pay for performance.
2. Identify the process for a pay equity analysis (employee demographics) based on the number of employees and the ability to provide a statistically significant review.
3. Determine the validity for requests for reclassification and/or compensation changes outside of the routine review process.
4. Identify any other individual or group compensation inequities and provide alternative solutions. Prepare a cost analysis for positions that fall above and below the proposed pay rates following reclassification.

## **Deliverables**

Deliverables must comply with federal, state, and local laws (e.g., ADA, FLSA, EEO, etc.) and must:

- 1) Be straightforward for leadership and management to administer, maintain, and defend;
- 2) Be sustainable and accommodate organizational changes and growth;
- 3) Based on sound compensation principles in which internal and external equity, including any compression or other disparities, are considered within the pay structure;
- 4) Provide for new positions to be incorporated into the compensation plan, as well as regular adjustments to maintain the plan's competitiveness;
- 5) Be compatible with current Library payroll/HRIS software, Paylocity.

All project deliverables will be provided to the Library in printed and electronic formats. All electronic material shall be provided in mutually agreed upon software formats. The final project and all related material shall be the sole property of the Library.

### **A. Implementation & Communication Support**

1. At the start of the project, work with the Chief People Officer and Human Relations Manager to assess goals and recommend appropriate activities and methodologies to achieve those goals. Relay any recommendations regarding data-driven trends and future-focused best practices as they apply to the Scope of Work.
2. The Contractor must be well-prepared to guide the Library through these recommendations.
3. At the start of the project, work with the Chief People Officer & Human Relations Manager to build an employee communication plan/timeline to promote understanding of how pay decisions are made, to set realistic expectations, to promote transparency in the process, manage pay equity perceptions, and to ensure employees are able to fully benefit from the Library's Total Rewards system.
  - a. Provide strategies to communicate compensation changes to employees, including any data, ideas, and/or content for written communication.
  - b. Facilitate a minimum of three (3) 60-minute virtual meetings (kick-off, report presentation and comment period, and final presentation) to communicate the work to employees, and to be available for questions.
  - c. After the close of the project, facilitate a minimum of one (1) 1.5-hour session for Library Leadership assist in acknowledging recommendations for structure or pay changes, so employees can understand the basis for decision-making.
4. Recommend guidelines and procedures for Human Resources, including how the plan can be maintained/adjusted equitably for cost of living.
5. Provide training, tools, resources, and documentation for Human Resources to independently maintain the system post-implementation.



## **B. Findings Report & Presentation**

1. Prepare and provide a detailed draft report for the Library, summarizing findings related to:
  - a. External market analysis.
  - b. Internal compression/equity analysis.
  - c. Benefit review analysis (employer contributions to medical insurance, defined benefit pension plan, and paid leave.)
  - d. Updated classification structure with adjusted pay ranges or structures.
  - e. Cost analysis and recommendations for a phased implementation plan (including timelines, resource requirements, and other considerations) that aligns with Library Leadership recommendations.
  - f. Summary of methods, techniques, and data used to develop the report.
2. Meet with the Chief People Officer, Library Director, and Assistant Library Director to discuss the format and findings of the draft report.
3. At minimum, facilitate one (1) two-hour (2) meeting with Library Leadership to review compensation strategies and best practices, to provide an overview of the draft report, and to allow time for questions.
4. Develop a Final Report with adjustments after discussions with Library Leadership.

## **C. Board Presentation**

Present the Final report to the Library Board of Trustees summarizing findings and recommendations for Board of Trustee consideration and subsequent decision-making.

## **Proposal Content & Format**

To provide a degree of consistency in review of the written proposals, Proposers are required to prepare their proposals in the format described below:

### **A. Proposal Response Form**

An individual having full authority to execute the proposal and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Proposal Response Form (**Attachment A**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the proposal response form. **Failure to submit Attachment A or an equivalent signed letter of transmittal may result in disqualification from consideration.**

### **B. Experience, Expertise and Capabilities**

1. Include the name, title, and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

2. Give a background of the company's or contractor's experience and qualifications. This should include a brief history, the date founded, ownership and any subsidiary relationships. Also list the types of services the company or contractor is qualified to perform. Give examples of experience for similar services to other entities. If the company or contractor is a local Kansas City business, or if the company or contractor is a minority/women business enterprise (M/WBE), this should be noted in order to utilize the Library's preference for local and M/WBE vendors.
3. Include the number of years your organization has been conducting classification and compensation studies for organizations in the public library, public sector, and/or non-profit sector.
4. Outline the parties responsible for carrying out specific tasks, including utilizing the Library's sophisticated data tools, and identified project manager who will be responsible for assuring that tasks are completed on schedule, plus relevant qualifications of personnel to be assigned to the project.
5. Identify any work to be assigned to sub-contractors, including the name of the sub-contractor. The selected Proposer shall be solely responsible for all services as required by the RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The Library may factor this information in the evaluation of the service approach of the Proposer. The use of a subcontractor(s) does not relieve the selected Proposer of liability under this contract (see **Indemnity, Licenses & Releases** in the **Terms and Conditions** section).

### **C. Service Approach, Timeline and Deliverables**

1. Outline specific approaches the Contractor will use to complete the project, proposed work schedule, timeline for deliverables, and a list of any products. This response should demonstrate an understanding of the Library's needs.

This timeline should account for planning, internal and external stakeholder engagement, and final reporting.

- June 17, 2025: RFP Issued
  - July 2, 2025: Deadline for Pre-Submittal Questions
  - July 18, 2025: Submittal Deadline
  - July 18 - August 8, 2025: Review and Select
  - August 26, 2025: Contract Approval by Board of Trustees
  - August 27, 2025: Anticipated Project Start Date
  - January 7, 2026: Present Draft Report to Library Leadership
  - January 20, 2025: Presentation of final report to Board of Trustees
2. Describe the methodology used in completing the Scope of Work, and the approach and sources to be used to gather the data, analyze findings, and develop recommendations. Include the number of employees you recommend reaching out to for questionnaires, interviews, etc. to determine whether positions are properly classified.

#### **D. Structure and Content of Work Product**

1. Provide a detailed breakdown and description of the specific services that are recommended based on the above Scope of Work.
  - a. Discuss recommendations for how the work described in this proposal can be carried out in alignment with the 2025 Library strategic planning process.
  - b. Identify how your recommended approach internal/pay equity (employee demographics) analysis based on the number of employees and the ability to provide a statistically significant review.
2. Provide a sample of a report outlining how the Final Report will be structured upon completion. It is not required that you name the specific companies for these examples.
3. Provide any additional samples of deliverables your organization has developed for clients regarding compensation analysis, such as training, communication or other tools. if available. It is not required that you name the specific companies for these examples.
4. Include the name of any software systems required for the above Scope of Works, including compatibility needs.

#### **E. Software Technology**

1. Identify functionality for software your company provides - or recommends - for the maintenance of an accurate, competitive compensation software system post-implementation that assists the Library in improving accuracy and administrative efficiency.

This may include functions that provide real-time, automated access to comparable market pay rates with integration into existing employee data (Paylocity), pay audits to identify gaps/equity, classification structure wizards, financial planning for pay adjustments, classification structure adjustments and/or annual pay-for-performance increases, job description wizards, Total Rewards statements, predictive analytics etc.

2. Outline the typical recommended implementation timeline and process.
3. Describe how customer support is offered in terms of dedicated account manager, live chat, etc.
4. Describe how AI is utilized, ensuring privacy of data, low/no bias algorithms, and strength of data sets.
5. Describe the uptime and service level agreement (SLA) for the platform.
6. Describe if a trial version or sandbox can be provided to the Library for evaluation of the system.

#### **F. Cost/Charges**

Submit a detailed breakdown of all costs and charges involved in completing the proposed scope of work. The cost breakdown should clearly list all charges associated with completing the desired Scope of Work. The Library relies on the Proposer to assure that all

charges to complete the Scope of Work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library.

1. Provide a total cost estimate, including any expenses, and “not to exceed” amount for the activities outlined in the Scope of Work.
2. Provide an hourly personnel rate schedule for computing any extra work the Library may be interested in that is not specified in the Scope of Work.
3. Provide cost estimates for software technology provided or recommended for post-implementation maintenance of the system, by function if possible.
4. Provide a description and total cost estimates for any recommended value-add services.
  - a. Note: The Library is potentially interested in pricing for the evaluation of the Library’s current performance evaluation processes, making recommendations to ensure the process aligns appropriately with the compensation plan, if available.
5. Provide details for sub-contractor fees, if applicable. The Library assumes no responsibility for the payment of subcontractors that may arise out of a proposal or subsequent agreement.

#### **G. References**

Submit information regarding three (3) comparable projects that the vendor has completed as the prime contractor within the last five (5) years. The projects shall indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Please provide contact information for each reference.

### **Terms and Conditions**

#### **Contract Term**

The term of this contract will begin upon actual date of award and run through the negotiated contract term.

#### **Contract Components**

This RFP, the successful Contractor’s response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful proposal will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected bid(s) and the Library.

#### **Disclosure of Confidential Information**

Proposer acknowledges that, in and as a result of the consulting hereunder, Contractor will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library’s systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services

rendered by Library, hereinafter collectively referred to as the "Confidential Information". As a material inducement to Library to enter into this Contract, and to continue to engage Contractor hereunder and to pay to Contractor the compensation referred to herein, Contractor covenants and agrees that Contractor shall not, at any time during or following the cessation of his engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such Confidential Information which has been obtained by or disclosed to Contractor. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements or correspondence, including copies thereof, relating to the business of the Library then in Contractor's possession or control, whether prepared by Contractor or others, shall remain Library's exclusive property and will be delivered to and left with the Library.

### **Indemnity, Licenses & Releases**

Contractor agrees to indemnify, defend, and hold harmless the Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of the Services under this Contract.

Contractor will obtain and pay for all permits and licenses required by law that are associated with the Contractor's performance of Services.

### **Waiver of Subrogation**

For all coverages, Contractor's insurer shall waive subrogation rights against the Library and its insurers.

### **Termination**

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. The Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Contractor of any applicable federal, state, or local law, regulation, or ethical code; (2) Contractor's substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules, or regulations, or if Library decides to limit or discontinue their operation for any reason.

**Modification of Contract**

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

**Codes, Laws, and Regulations**

Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

**Adjustment of Services**

The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor.

**Assignability**

Neither this Contract nor any rights hereunder may be assigned by the Contractor without Library's prior written consent.

**Governing Law**

It is understood and agreed that the construction and interpretation of this Contract shall at all times and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

**Insurance**

Contractor shall purchase and maintain such insurance as will protect from the following: claims under Workers' Compensation laws, automobile liability, disability benefit laws or other similar employee benefit plans; claims or damages because of bodily injury, occupational sickness, disease or death of its employees; claims insured by usual personal injury liability coverage in amounts determined by applicable laws. All such insurance shall name the Library as an additional named insured and evidence of such insurance and renewals shall be provided to the Library.

Coverage Required	Limits per Occurrence
General Liability	\$1 million minimum coverage per occurrence and \$2 million aggregate, written on an occurrence basis.
Automobile Liability	\$1 million per occurrence, covering owned, hired, and non-owned automobiles
Worker's Compensation	Statutory

Contractor understands and agrees that the Library cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's services under this Agreement. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients, and the general public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance coverage shall include general liability insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander, and violation of right of privacy as well as the Missouri statutory requirements for works compensation insurance. Written evidence of the insurance shall be provided by the Contractor to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

#### **Independent Contractor**

It is specifically agreed by the parties that the relationship of Contractor to Library is that of an independent contractor and that Contractor is not an agent, partner, or employee of the Library. Contractor acknowledges that Contractor is not entitled to receive from Library any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

#### **Access to Records**

Contractor shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Contractor's performance hereunder. Library or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Federal, State, and Local Taxes, Licenses, and Permits**

The Contractor will comply with all laws and regulations on taxes, licenses, and permits.

### **Other Considerations**

#### **Disputes**

Should any doubt or difference of opinion arise between the Library and the successful proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

**Prohibition of Public Benefits to Unauthorized Workers**

Pursuant to State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized worker to perform work within the state of Missouri. Contractors shall comply with the provisions of Section 285.525 through 285.550 of the State of Missouri statutes and execute the notarized affidavit attached hereto as **Attachment B**, Affidavit of Work Authorization before the Agreement can be finalized.



## Attachment A

### PROPOSAL RESPONSE FORM

DATE \_\_\_\_\_

Bid of: \_\_\_\_\_, (herein after called Vendor), a  
Corporation/Partnership/an Individual doing business as

\_\_\_\_\_.

TO: The Kansas City Public Library (hereinafter called the Owner).

The Proposer, in compliance with your Request for Proposal for Comprehensive Classification and Total Rewards Study and having examined the Request for Proposal and Scope of Work with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Scope of Work, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Proposer acknowledges receipt of the following addenda in the event subsequently issued.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by authorized representative:

\_\_\_\_\_  
Contractor FEI/SSN

\_\_\_\_\_  
Signature Typed Name & Title

\_\_\_\_\_  
Address City, State, Zip Code

\_\_\_\_\_  
Telephone Fax Number

## Attachment B

### AFFIDAVIT OF WORK AUTHORIZATION

I, \_\_\_\_\_, of lawful age and being first duly sworn my oath, state as follows to the Kansas City Urban Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) \_\_\_\_\_  
("Consultant/Contractor") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted service \_\_\_\_\_ (the "Project") for the duration of the contract.

2. I also affirm that Consultant/Contractor does not and will not knowingly employ any person who is an unauthorized worker in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Kansas City Urban Public Library District shall affirmatively state in writing in their contracts with Consultant/Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Consultant/Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

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

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

## **Attachment C**

Please email [purchasing@kclibrary.org](mailto:purchasing@kclibrary.org) to request Attachment C which includes our Classification Structure; Salary Schedule; Pay Increase History; Primary Benefits (Medical Insurance, Pension/Retirement Plan, Paid Leave Benefit Summary).