



**REQUEST FOR PROPOSALS
FOR MUNICIPAL ADVISOR SERVICES
ISSUE DATE
February 4th, 2016**

SPECIFICATIONS OF THE CITY OF WARRENSBURG
REQUEST FOR PROPOSAL

I. GENERAL INFORMATION

The City of Warrensburg, Missouri, is soliciting proposals for Municipal Advisor services from qualified candidates that are eligible to fulfill the City's advisory needs. To be considered in the review process, proposals must be received by 2:00pm on Friday, February 19, 2016, in the office of the City Clerk at 102 South Holden Street, Warrensburg, Missouri, 64093. Envelopes containing proposals are to be sealed and prominently marked: "**Municipal Advisor Services Proposal**". Interested parties must submit one original document and four copies.

The City of Warrensburg currently has \$22.6 million in Certificates of Participation, \$4.1 million in bonds issued for Neighborhood Improvement Districts, and a combined \$21.4 million in outstanding Certificates of Participation, State Revolving Funds and Direct Loans associated with our water treatment facility.

II. SELECTION AND CRITERIA FOR EVALUATION

The following instructions shall be utilized:

1. Upon receipt, all proposals will be taken under advisement. The City may interview bidders to obtain an accurate understanding of each bid. All proposals shall comply with the stated specifications or noted exceptions.
2. All proposals remain valid for sixty (60) days to give City Council and staff adequate time for review. The City reserves the right to reject any and all proposals for any reason deemed material and to accept any proposals deemed most advantageous to the City. Any informal, defective or irregular proposal may be rejected.
3. The proposal should accurately state the services to be provided by the Municipal Advisor. The candidate may restate the services described in this RFP and/or add to the services described in this RFP based on experience and judgment of the Municipal Advisor. The services described should be for a period of three (3) years.
4. The proposal should accurately state all qualifications for providing the required services along with any experiences relevant to the required services.
5. The proposal should identify the individuals within the firm that would be responsible for this engagement, including the job title and description of the qualifications and relevant experience of each person named. If available, present an overview of your firm's support or advisory resources related to public financing in such areas as debt structure, bond refinancing and refunding, and alternative financial strategies.

Identify and describe the individual who would actively work with the City of Warrensburg's account. Provide any additional information about the project team.

6. Selection of a qualified consultant will be made at the discretion of the City of Warrensburg, which reserves the right to accept or reject any and all proposals. Responses should address each item in the scope of work, in addition to the criteria set forth below.

The following items will be considered in making a selection of the contractor, though they may not be equally weighed in the review process:

- 1) Experience & Technical Competence
- 2) Capacity & Capability
- 3) Past Record of Performance
- 4) Firm's History of Activity in the Warrensburg Area and Economic Impact to the Local Economy
- 5) Fee Proposal
- 6) Scope of Work Proposed

The City of Warrensburg will review the Proposals and then select a consultant.

III. SCOPE OF SERVICES

The scope of services includes, but may not be limited to, the following:

1. Analyze financing alternatives as capital funding needs arise, providing as needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing.
2. Prepare analyses and evaluations of potential refunding's and new money issues, coordinating team communications and activities, provide document review, participate in due diligence and disclosure activities, review underwriter's analysis related to sizing structure and flow of funds, allocation, advise on pricing, monitor closing process and lead post-closing review
3. In the event the City decides to refund, refinance, call, repurchase, or otherwise materially affect the outstanding issues, the Municipal Advisor will be required to advise and counsel the City on the various structures and or methods available to achieve its goals.
4. Review financials, scenarios, and analysis given to the City by parties that may be interested in incentives such as Transportation Development Districts, Tax Incremental Financing, Neighborhood Improvement Districts, or other development agreements

5. Review and analyze all outstanding bond issues on an annual basis. The analysis should be communicated to the City and should indicate if it is financially beneficial to refund, refinance, call, repurchase, or otherwise alter the repayment schedule of all or any part of any outstanding issue.
6. Review overall debt capacity-advice on impact of issuing additional debt on ratings, interest rates, risk, as needed.
7. Review the City's Debt Policy initially and monitor over the course of the engagement, suggesting possible revisions as appropriate
8. Advise the City on continuing matters relating to overall debt management
9. Monitor congressional, legislative and regulatory development related to debt which might impact the City
10. Review methods currently utilized by the City for the issuance of debt
11. Must be able to work closely with the City's legal advisors, and attend meetings on occasions as needed
12. Coordinate rating agency reviews and interactions
13. Assist in the preparation of RFP(s) to hire underwriters, bond counsel, trustees, independent registered municipal advisors, etc., as needed.

V. REFERENCES

Please provide three references (public or large commercial clients, if possible) to whom similar services are being provided. References should include contact names, phone numbers, and addresses.

City of Warrensburg, Missouri

Harold Stewart II, City Manager

PLEASE MARK YOUR SUBMITTAL
“Municipal Advisor Services Proposal – Do Not Open Until Proposal Opening”
AND SEND IT TO:

City of Warrensburg
Attention: Cindy Gabel, City Clerk
102 South Holden Street
Warrensburg, Missouri 64093
660-747-9131

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

FINANCIAL ADVISOR MASTER SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2016, by and between the City of Warrensburg, (herein "City") and _____ (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Consultant shall provide the City professional services for the benefit of the City as set forth in the Proposal and Scope of Work dated _____ submitted by Consultant and accepted by City (a copy of which is attached hereto and incorporated herein), and the Consultant shall provide the City, as applicable, with the debt structuring and servicing consulting and other work outlined. Consultant agrees to provide all such services in a timely manner as established by the timelines set forth in the proposal of _____, or in the absence of the designation, within a reasonable time after receipt of City directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Consultant by the City or City's representative in a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without a City approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Consultant, based upon City approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Consultant in writing. All proposals for work submitted to the Consultant by the City for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description, including any applicable drawings, of work to be performed by the Consultant. When the City provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall

respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 Creation of Contract Documents- Consultant shall not without the express written permission of the City draft and/or create any contract documents, except for technical specifications and plans, for any project that Consultant is assigned. Consultant shall not be compensated for any contract documents drafted or created which are in violation of this provision. In the event that Consultant is asked to draft and/or create contract documents by the City, than said contract documents must be in compliance with the City's then existing contract standards for public projects and no compensation shall be provided to Consultant for contract documents which fail to meet the City's standards.

1.3 Time for Completion - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the City provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal.

1.4 Compensation - Each proposal for services shall state the basis of compensation and no other compensation shall be permitted, either from the City or from any third party providing insurance services to the City or its employees.

1.5 Signatures - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Warrensburg by the its City Manager and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

2. Compensation - In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City.

Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. City may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Consultant. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Consultant's favor.

At the conclusion of each phase of work, if applicable, Consultant and City will review the scope of work and deliverables set out Consultant's Proposal to confirm Consultant has met the defined expectations. If the deliverables do not confirm, City will notify Consultant in writing within ninety (90) days of receiving the deliverables that they do not conform. Consultant shall have a reasonable period of time, based upon the severity, and complexity, to correct the non-conformity.

Consultant shall cooperate with City to procure any materials or equipment on a sales tax free basis to the extent permitted by law. City shall provide to Consultant any documents necessary to ensure exemption from sales tax.

3. **City Responsibilities** - City agrees to furnish Consultant with all current and available information for each project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Consultant shall notify City of all information it may require from City or other Consultants and Consultants of City sufficiently in advance so as to avoid delay of the work to be completed by Consultant.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the City's designated representative for each project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. [SECTION RESERVED]

6. **Insurance Requirements** - Consultant shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Consultant's work, whether such execution be by the Consultant, any subConsultant, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Professional Liability**- Claims for damages resulting from errors or omissions of the Consultant or its employees in the amount of at least \$1,000,000.00 per occurrence of \$2,000,000.00 aggregate.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement.

7. **Indemnification** - Failure of Consultant or subConsultant to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents, employees, or its subConsultants. In addition, any and all claims against the City or employees, by any employee of the Consultant, any SubConsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any SubConsultant under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Consultant shall hold City harmless from any failure by Consultant to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Consultant shall be fully responsible to the City for the acts and omissions of its subConsultants, and of persons either directly or indirectly employed by them, as the Consultant is for the acts and omissions of persons directly employed by it.

8.2 The Consultant shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subConsultants to the Consultant by the terms of this Agreement insofar as applicable to the work of the subConsultants and give the Consultant the same power in regards to terminating any subcontract that the City may exercise over the Consultant under any provision of this Agreement.

8.3 All subConsultants shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Consultant shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subConsultants to said requirements.

9. [SECTION RESERVED]

10. **Records** - To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the City as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

11. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

12. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as

the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager.

13. **Period of Services and Termination** – The period of performance under this agreement shall be as set forth in the proposal for work dated _____. Any other proposals approved by the City shall be completed in the time period set forth in writing in such proposal. The initial period of this Contract shall be twelve months from its execution by Consultant. This Contract shall renew for two additional twelve month periods, on the same terms and conditions on its anniversary unless City gives Consultant written notice of its intent not to renew prior to that time. In no event shall Contractor perform services for City beyond thirty-six (36) months from execution of this Contract without execution of a new written contract. Each scope of work shall be completed within the time provided for in the proposal for that scope of work. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Consultant shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

14. [SECTION RESERVED]

15. **Governing Law** - This agreement shall be governed by the laws of the state of

Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Consultant will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Consultant shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Consultant's failure, or failure of its employees, agents or SubConsultants, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Consultant herein is an independent Consultant and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

Neither Party will use the other party's name, trademarks, service marks, logos, trade names, and/or branding without such party's prior written consent. Notwithstanding the foregoing, Consultant may mention City's name and provide a general description of the services provided under this Agreement in Consultant's client lists and marketing materials.

18. **Conflict of Interest** - Consultant hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Consultant further agrees that during the term of this Agreement neither the Consultant nor any of its employees shall acquire any other contractual relationships which create such a conflict. Consultant shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Non Solicitation**- During the term of this agreement and for a period of one (1) year following its expiration or termination, neither party will actively solicit, employ or otherwise engage any of the other party's employees (including former employees) who were involved in the provision of services under this agreement. This provision is enforceable by injunction without the need for posting bond.

20. **Confidentiality** - With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the recipient should

reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose, except as may be required by law or court order. The obligations in this section will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's Consultants, agents and affiliates who agree to maintain its confidential nature. This provision shall survive the expiration and/or termination of this Agreement.

21. **Deliverables-** Upon payment to Consultant in connection with this Agreement, all right, title and interest in the deliverables set out in the scope of work and proposal will become City's sole and exclusive property, except as set forth below. Unless specifically stated otherwise in the City's request, Consultant will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything which Consultant may discover, create or develop during the provision of services for the City; however the City shall be furnished, at no additional cost, one copy of any tangible items or documents created pursuant to the provision of services for the City.

Except for software owned by and/or proprietary to Consultant, to the extent the deliverables contain Consultant's proprietary information, Consultant grants City a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables under any scope of work and proposal submitted by Consultant and for no other purpose. To the extent the deliverables contain the proprietary information of a third party, City agrees to comply with such third party's terms of license as the same are communicated to City.

City acknowledges and agrees that the advice, information or work product provided to City by Consultant in connection with this Agreement is for the sole benefit and use of City and may not be relied upon or used by any third party.

Consultant shall furnish to City, copies of all maps, records, field notes and tests which were developed in the course of work for the City and for which compensation has been received by the Consultant.

22. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

Consultant

CITY OF WARRENSBURG, MISSOURI

BY:

Harold Steward, II, City Manager

DATE:

DATE:

ATTEST:

Cindy Gabel, City Clerk

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date Printed Name

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
) SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

CONFLICT OF INTEREST FORM

PROJECT: _____

RESPONSIBLE CITY EMPLOYEE: _____

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: _____

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been involved in any of the following with the City of Warrensburg, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg either to or from any employee, elected official or its responsible consultants in

