

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP 28269

For

**“Publication & Distribution of Unified Government
Citizen Newsletter”**

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Article I. General Information

Section 1.01 *Method of Source Selection*

Article §3-103 and R3-103.02 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Public Relations is accepting competitive proposals from qualified individuals, firms, partnerships and corporations to produce a citizen newsletter. The purpose of the newsletter is to inform citizens of Unified Government community programs, services, issues, events and activities.

To communicate more effectively with the citizens of Wyandotte County; the Unified Government Board of Commissioners wish to enhance past practices by communicating “more information, more often” by producing an annual or bi-annual newsletter for all residents of Wyandotte County.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 *Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 *Required Review*

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, Thouchins@wycokck.org, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will determine the appropriate method to be used.

Section 1.07 Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section 1.08 Alternate Proposals

Deviations from requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications.

Section 1.09 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government's best estimate of the schedule

that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Critical Activity/Milestone	Activity/Milestone Date
Issue RFP:	May 31, 2018
Last day for Questions:	June 13, 2018 by 12:00 Noon
Deadline to Answer Written Questions:	June 15, 2018
Proposals Due:	June 28, 2018 by 2:00pm
Notice of Award:	TBD
Contract Start	TBD

The length of the contract will be from the date of award and continue for a term length of one (1) year; with four (4) one (1) year extensions based on UG approval and acceptance of service.

Section 1.11 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.12 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG’s option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.13 Cooperative Procurement

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section 1.14 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.15 Determination of Responsibility

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.16 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

Section 1.17 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.18 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

Section 1.19 Notification of Award

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (**Form will be provided by the Unified Government**).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Contractor will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 6281 or call (913) 573-5098 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, city of Kansas City Mo, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. All

Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte county in the of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. **(Form will be provided by the Unified Government).**

Section 1.20 Right to Reject Proposals

The Unified Government reserves the right without contest to accept or reject any proposal. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date or may choose to negotiate with those submitting proposals.

Section 1.21 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government's Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Section 1.22 Mistakes in Proposals Discovered after Award

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the

Unified Government's Procurement Code Regulations.

Section 1.23 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least one hundred twenty (120) days from the opening date.

Section 2.02 Site Inspection

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.03 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.04 *Discussions with Offerors*

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 *Prior Experience*

Offerors must have specific experience in the area(s) identified in the Request for Proposal.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.06 *Evaluation of Proposals*

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

Section 2.07 *F.O.B. Point*

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

Section 2.08 *Contract Negotiations*

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.09 Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section 3.01 Contract Type

This contract is a *Fixed Price with Adjustment* contract.

Section 3.02 Contract Approval

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Section 3.06 Proposed Payment Procedures

The Unified Government will make a single payment when the Unified Government Public Relations Director has been invoiced; documentation that issues of the newsletter have been received by the USPS – also indicating the number of issues being mailed plus postage; extra printed issues delivered to the Public Relations office, also all of the deliverables are received and the contract obligation has completed and approved by the Unified Government Public Relations Director.

Section 3.07 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Section 3.08 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.09 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments Unified Government Procurement Code Regulation R7-101.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

Section 4.01 Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Section 4.02 Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Section 4.03 Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.04 Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Section 4.05 Anti-Discrimination Requirements

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Section 4.06 Termination for Default

If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;

- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Section 4.07 Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.

The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.08 Disputes

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified

mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.09 Representations

The Contractor makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10 Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Section 4.11 Availability of Records and Audit

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the

costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.12 Assignment

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.13 No Limit of Liability

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.14 Indemnification

Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

Section 5.01 Project Objective

The project objective is to communicate more effectively with the citizens of Wyandotte County. The Unified Government Board of Commissioners wish to enhance past practices by communication "more information, more often" by producing an annual or bi-annual newsletter for all residents of Wyandotte County.

Flexibility is essential to produce a high quality, up-to-date, "no mistakes" newsletter. This project is intended to be turn-key in nature. The vendor will be responsible for design, layout, printing and bulk mailing.

Article VI. Project Scope

Section 6.01 Scope of Work

The Printer shall provide all materials, labor, equipment and transportation necessary for the printing, labeling and mailing of the Unified Government's Citizen Newsletter approximately one (1) issue each year with the option of an additional one (1) or two (2) newsletters a year. Reproductions of photographs must meet or exceed the quality of the halftones/separations printed in the sample publications available from the Unified Government. The successful Printer shall perform under this contract as per the specifications set forth herein. Material and delivery service must be performed to the standards set by these specifications or payment requests will be rejected.

The scope of these specifications is to insure the delivery of complete services required to print, prepare and mail newsletters. All costs anticipated by the Printer for which he shall seek reimbursement **MUST** be included in the unit price solicited on the attached cost sheet. Items not specifically mentioned, which are necessary to provide complete newsletters, shall be included in the proposal.

Responses should encompass all aspects of design, printing, folding and mailing with no additional charges that are not contained in the response and does not relieve the Proposer from furnishing complete services.

Section 6.02 Deliverables

Printer Qualifications

- The Printer must have the necessary equipment and personnel to produce a low-volume, high-quality, two-color newsletter. Samples of current contracted newsletters and a replica of a past Unified Government Citizen are required for the evaluation process. (**see Section 8.01 – Selection Criteria for details**)
- Printer shall have an adequate service facility located within a twenty-five (25) mile radius of Wyandotte County and must process and print the newsletters at this location. **NO SUBCONTRACTING FOR THESE SERVICES IS ALLOWED. ONLY MAILING SERVICES** may be subcontracted out upon approval of the Unified Government and the Public Relations Director.
- The Unified Government and its representatives reserve the right to visit the Printer's facility to verify their capability, prior to award of contract.
- Acceptable Quality: The Unified Government reserves the right to refuse acceptance of printing that is judged to be of substandard quality. No compensation shall be paid for refused printing.

Printing Information

Layout: Printer to provide creative layout services for newsletter, with good use of color and graphics.

Article copy, photo captions, most photos and masthead graphics will be provided to Printer on CD, copy in MS Word or text format (printer's choice), photos in .jpg format. Occasionally photo may be hard copy. Unified Government to provide instructions on which photos go with which story, along with which stories should be placed on front page, and which may be expendable altogether if amount of text exceeds layout requirements.

Initial layout proof to be delivered to Unified Government within three (3) business days of receipt of materials from Unified Government. Additions, deletions and corrections prior to the final copy proof are part of this RFP. The Unified Government's Public Relations Director will work with the Printer on graphic design to arrive at final proof. Finished newsletter should not deviate from approved final proof.

Printing: The following information is the current specified method of printing the Citizen Newsletter. Alternate variations of the current specified method can be proposed as long as the quality of the printing is not jeopardized. With cost being a factor in this award, alternative variations that can present savings to the Unified Government will be considered.

Each issue consists of 64,000 copies. Under-runs will not be accepted. A small overrun may be accepted, at the Unified Government's option. Printers to state additional cost per thousand for quantities above 64,000 copies, accepted only at the Unified Government's written authorization.

Approximately eight (8)-page newsletter to be printed 8.5 X 11 (Traditional Newsletter) or Tabloid 11 ½ X 14 ½, twelve (12) page self cover and a recommended binding (i.e. saddle stitch, glue, stapling, folding wafering, wafering etc.); proposer must state the binding process that your company feels will be the most advantageous for the newsletters.

The four color 4/2 color process shall be used throughout the entire publication, allowing all pages to feature full color.

The vendor may furnish some photos and the Unified Government will furnish photos. The Unified Government will furnish the Printer its official logo.

Newsprint shall be from Camera Ready Copy. Final piece to be 9.5 X 14 Stock should be equal to 60# Offset or better. (Please provide sample(s) with proposal).

Deliverables shall include: (1) electronic file in PDF Format so they can be emailed and placed on a Web Site; (2) a copy on CD of all related newsletter files. Such files to stay in the desktop publishing format(s) used by Printer to produce the newsletter.

All art and materials associated with the newsletter will become the sole property of the Unified Government.

Printing technology is optional to the Printer but must be a high-quality process with accurate color registration and may not be a “quick-print” or photocopy process.

Printing, collating and folding to be completed and delivered within one (1) business week of final approval of newsletter proof by the Unified Government Public Relations Director or designee. Number of copies delivered to mailer will be determined by the number of residences listed in the most recent USPS mail list which is to be purchased by the printer within 90 days of each mailing. The remainder of printed newsletters will be delivered to Unified Government Public Relation Department Office bundled in 100's.

Mailing: The Preferred mailing method of this publication is to mail to every resident in Wyandotte County. It is the Printer's responsibility to provide bulk mailing. Weight, size shape and printed indicia on finished newsletter must meet USPS standards for least expensive bulk-mailing.

Printer must obtain the current mailing list for Wyandotte County. A copy of the list must be sent to the Public Relations Director within 30 days of mailing.

Printer must obtain correct bulk mailing permit information for pre-printing on the newsletter. Mailer to address and tab each piece, and to provide all necessary carrier route and bar code information on pieces, then bundle appropriately for bulk-mailing and delivery to local postal facilities in Wyandotte County.

The printer will pay the postage and include the amount on the invoice along with the other costs of designing, producing and printing the newsletter. Sales tax should not be charged on the cost of the postage because the Unified Government is a tax-exempt government organization.

Postage should be figured at DDU (Destination Delivery Unit).

Proposers can provide alternate distribution methods.

Mailer to complete mailing within one business week of receipt of printed newsletter from Printer. The remainder to be delivered promptly to Unified Government Public Relations Director.

Cost: Proposed fees must include all services required to produce and distribute the Newsletter, even if a specific service or task is omitted from the RFP. Please keep in mind the current and future growth of Wyandotte County in your cost proposal. The Unified Government is interested in solutions to keep costs down as growth continues.

Section 6.03 Work Schedule

- Initial layout proof to be delivered to Unified Government within seven (7) business days of receipt of materials from Unified Government.
- Printing collating and folding to be completed and delivered within one (1) business week of final approval of newsletter proof by the Unified Government Public Relations Director or designee.
- Mailing to be completed within one business week of receipt of printed newsletter from Printer.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wyocokck.org/eProcurement>. Also, one (1) original and three (3) copies along with a flash drive or CD in .PDF format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

**Proposal – RFP “28269”
“Publication & Distribution of the Unified Government Citizen Newsletter”
Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

Please include in your submittal:

- **One (1) non-bound proposal marked “Original”**
- **Three (3) non-bound proposal marked “Copy”**
- **One (1) version in .PDF format on a CD disk or Flash Drive**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.

The Unified Government discourages overly lengthy and costly proposals; however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Section 7.01 Proposal Format and Content

Proposers should use the following checklist to ensure submission of a complete proposal. All electronic files must be clearly identified with Proposer's business name.

- One (1) copy of the entire proposal submitted electronically on a CD or Flash Drive
- Four (4) unbound copies of the proposal (including (1) non-bound marked "original" & (3) non-bound marked "copy"), presented in a professional manner and in format listed below.
- Proposal Form
- Sample of current Newsletter
- Sample of electronic Citizen Newsletter provided
- Cost Proposal
- Reference forms for each vendor included in the proposal (Attachment E)

Proposers should include sample copies of the following documents:

- Sample of another newsletter currently printed that is similar to Unified Government Work description.
- Sample of the printing of electronic version of previous Citizen Newsletter that was sent to vendor.

To establish a complete and competitive proposal, Proposers must include the following attachments:

- Identification of Sub-Contractor Participation
- Intent to Self Perform
- Proposal Form
- Supplier Certification Regarding Debarment
- References

Sealed proposals will be received in the Department of Procurement until 2:00 pm C.S.T on June 21, 2018. Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Department of Procurement before the date and time set for opening proposals.

Section 7.02 Electronic Filing Requirements

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>.

Section 7.03 Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.06 Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.07 Experience and Qualifications

Each proposal must include specific information about the company's background being proposed to provide the specified function. Unified Government can utilize this information to evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. Unified

Government, at its option, may require a Proposer to provide additional support or clarify requested information.

Background information shall include (for all entities defined above):

- How long the company has been in business
- A brief description of the company size and organizational structure
- How long the company has been printing newsletters similar to clients proposed by the Unified Government
- Any material (including endorsement from clients) indicative of the Proposer's capabilities

Unified Government considers references from Proposers to be important in its decision to award a contract. Unified Government will not call Proposers to tell them that their references will be contacted because references provided by top-scoring Proposers may be contacted by Unified Government during the selection process. The names and phone numbers of each reference must be listed. Failure to provide this information may result in the Proposer not being elevated. (**Attachment E provides the necessary forms.**)

Section 7.08 Cost Proposal

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Article VIII. Evaluation and Selection

Section 8.01 Selection Criteria

- (a) Creativity & Innovative approach to UG requirements—35%**
- (b) Samples & Reproduction of UG Citizen Newsletter—25%**
- (c) References— 15 %**
- (d) Cost Proposal—25%**

Overall, a minimum of 25% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points:

The lowest cost proposal will receive the maximum number of points allocated to cost.

Article IX. Attachments

Attachment A: Subcontractor Participation

Attachment B: Intent to Self Perform

Attachment C: Proposal Form

Attachment D: Supplier Certification Regarding Debarment

Attachment E: References

Attachment A

Unified Government Identification of Subcontractor Participation

I, , (Name of Bidder) do hereby propose that on this project, we will use the following firms as construction subcontractors, vendors, suppliers or providers of professional services.

Subcontractor Company Information	Division of Work (painting, landscaping, electrical, etc.)	Dollar Amount of Subcontract	Percentage of Total Contract	Ownership Status of Firm (MBE, WBE, LBE, N/A, or unknown)
Name: Address: Phone: Fax: Contact Person:				
Name: Address: Phone: Fax: Contact Person:				
Name: Address: Phone: Fax: Contact Person:				
Name: Address: Phone: Fax: Contact Person:				

- (a) The total value of Local business contracting will be: \$.
- (b) The total value of Minority business contracting will be: \$ _____ .
- (c) The total value of Woman business contracting will be: \$ _____ .

Additional forms may be copied as necessary. See Attachment A (1) for definitions of L/M/WBE. Contact the Contract Compliance Division for clarification on any portion of this document.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Signature_____

Date_____

Attachment A (cont.) Definitions

1) **LBE** is defined as a business headquartered or which maintains a substantial local office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

2) **MBE / WBE** are defined as business that are owned and controlled (by a minimum of 51%) by a member of a minority group or by a woman. The business must be certified as an M/WBE, or in the process of certification, by the KS Dept. Of Transportation, the KS Dept. of Commerce, the Missouri Dept. of Transportation, the Mid-America Minority Business Development Council, the city of Kansas City, MO, WBENC, the Small Business Association or any other public or private certifying entity acceptable to the Unified Government.

Note: A list of L/M/WBE suppliers and contractors may be found on our website at:

https://purchasing.wycokck.org/eProcurement/Vendor_CCodeSearch.aspx

Attachment B

Intent to Self Perform

Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Bidder agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Sign _____

Date _____

Attachment C
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFP 28269

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 120 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

Attachment D



DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of it Principals:
 - i. Are Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. Have Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. Are Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. Have Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manger; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

3. The Offeror shall provide immediate written notice to the Procurement Department if , at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

- 4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
- 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (printed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____	RFP _____	P.O. # _____
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ATTACHMENT – E

References

List four (4) persons or firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your financial history.

Reference No. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference No. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference No. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

Reference No. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

