

# Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP R33039**  
For  
“Mobile Grocer Community Outreach”

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## **Article I. General Information**

### **Section 1.01                    *Method of Source Selection***

Section 29-154 of the Procurement Code and Regulation 3-103.02 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) allow 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 successful applicant shall work with staff to effectively, efficiently, and strategically address food insecurity within Wyandotte County, Kansas via mobile grocer by providing food access at multiple sites throughout Wyandotte County, Kansas.

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

### **Section 1.03                    *Existing Environment***

The Unified Government is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas and County of Wyandotte. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten (10) 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.

According to Kansas Health Matters 13.5% of the population has food insecurity. The state of Kansas has an overall food insecurity percentage 12.1%. Wyandotte County citizens experience poverty at a higher rate than the national average which is 11.4%. Wyandotte County’s poverty rate is 16.9%. Estimated median household income in Wyandotte County is \$16,901 lower than the national average.

The Unified Government of Wyandotte County/ Kansas City, Kansas is seeking proposals to provide a mobile grocer to ensure high nutrition health food options for residents in low-income areas of Wyandotte County. The objective is to assist Unified Government Public Health Department staff with the objective of maximizing American Rescue Plan Act funds to address food insecurity and access, which are determined to affect social determinants of health.

### **Section 1.04                    *Required Review***

Respondents should carefully review this Request for Proposals (“RFP”) 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 (10) days before the RFP opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective RFP and exposure of Respondents’ proposals upon which award could not be made. Protests based on any omission or error, or on the content of the RFP, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten (1) days before the time set for opening.

**Section 1.05                      *Inquiries and Clarifications***

Any questions regarding the RFP shall be directed in writing to the attention of the Procurement Officer at the Office of Procurement and Contract Compliance, ATTN: Kelly Regan, 701 North 7th Street, Suite 649, Kansas City, Kansas 66101, by fax at (913) 573-5444, or email at [kregan@wycokck.org](mailto:kregan@wycokck.org). 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 at (913) 573-5440. 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 1.06                      *Amendments and Addendums***

Amendments and addendums will be made by addendum issued only to prospective Contractors known to have the RFP.

**Section 1.07                      *Alternate Proposals***

Respondents may only submit one (1) proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

**Section 1.08                      *Implied Requirements***

By submission of the proposal, the Respondent certifies all services proposed meet or exceed all requirements as set forth in the RFP, 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 Respondent must be included in the proposal.

**Section 1.09                      *Project Timetable and 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.

Issue/Post RFP:	2:00 PM May 25, 2023
Last day for Questions:	5:00 PM June 8, 2023
Proposals Due:	2:00 PM June 22, 2023
Interviews:	To Be Determined
Notice of Award:	To Be Determined
Contract Start:	To Be Determined

## ***Proposals and Presentation Costs***

The Unified Government will not be liable in any way for any costs incurred by the Respondent in the preparation of its proposal in response to the RFP nor for the presentation of its proposal and/or participation in any discussions or negotiations.

### **Section 1.10                    *Disclosure of Proposal Contents***

All proposals and other materials submitted become the property of the Unified Government and may be returned only at the Unified Government's option. The 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 Respondent 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 Respondent must be clearly identified and the Respondent must include a brief statement that sets out the reasons for confidentiality.

### **Section 1.11                    *Cooperative Procurement***

If the Contractor selected agrees 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 Agreement to be entered into, 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 1.12                    *Determination of Responsibility***

Per Procurement Regulation 3-301.04, before awarding a contract, the Procurement Officer must be satisfied that the Respondent is responsible.

All Respondents shall supply information as requested by the Procurement Officer concerning the responsibility of such Respondent. The determination of responsibility shall be governed by Procurement Regulation 3-301. The contract file shall contain the basis on which the award is made.

### **Section 1.13                    *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. Respondents whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is provided in Article VIII of this RFP.

## **Section 1.14**                    ***Equal Treatment***

Respondents 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 RFP, the RFP shall be amended to incorporate such clarification or change.

Auction techniques (revealing one Respondent's price to another) and disclosure of any information derived from competing proposals are prohibited.

## **Section 1.15**                    ***Award***

The contract shall be awarded in whole or in part to the responsible Respondent whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. An inability or failure to provide tax clearance letters from all of the local government entities with which the Unified Government has entered into an "Intergovernmental Agreement for Tax Verification Information" will result in a determination of non-responsibility. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Respondent based upon the evaluation of the selection committee's recommendation. The Unified Government reserves the right to award to multiple consultants. The decision of the County Administrator will be final unless an appeal is filed as described below in Section 1.21.

## **Section 1.16**                    ***Notification of Award***

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

- Submit a Performance Bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*form will be provided by the Unified Government*). All bonds required by this RFP must contain terms and conditions approved by the Unified Government and be executed by a surety company authorized to do business in the State of Kansas;
- Submit an executed Appointment of Process Agent Form or a Foreign Corporation Form if the Respondent is not a resident of the State of Kansas (*form will be provided by the Unified Government*);
- Submit a Certificate of Insurance evidencing insurance as required by the RFP;
- Ensure that all occupation taxes and fees are paid in full. Contact the Unified Government License Division at [businesslicense@wycokck.org](mailto:businesslicense@wycokck.org) or (913) 573-8780 for information regarding licensing and occupational taxes; and
- Comply with Article XI of the Procurement Code and Chapter 11 of the Procurement Regulations regarding Affirmative Action and Equal Employment Opportunity.

Contact the Unified Government Contract Compliance Division at [sreed@wycokck.org](mailto:sreed@wycokck.org) (913) 573-5446 for information regarding these compliance requirements.

The Unified Government may, at its option, declare the Respondent in default if the Respondent fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.

### ***Tax Clearance for Taxes Owed to Local Governments***

- 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 amount 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 1.17                      *Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal. Respondents must comply with all terms of the RFP, the Unified Government Procurement Code and Procurement Regulations, 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.

Respondents may not restrict the rights of the Unified Government or qualify their proposals. If a Respondent does so, the Procurement Officer may determine the proposal to be a nonresponsive counteroffer 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 proposals;
- 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 Respondents meet all the mandatory requirements of the RFP, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award, submit a revised RFP to Respondents at a later date, or negotiate with Respondents who submitted proposals.

### **Section 1.18                      *Proposal Modification, Withdrawal, and Mistakes***

At any time prior to the specified date and time for submission, a Respondent may withdraw or modify a proposal in accordance with Procurement Regulation 3-103.10. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The procedures for addressing mistakes in proposals are set forth in Procurement Regulation 3-103.15. Contact the Procurement Officer as set forth in Section 1.05 for further information.

### **Section 1.19                      *Protests and Appeals***

Any protest or appeal of the contract award 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.

## **Article II. Standard Proposal Information**

### **Section 2.01                      *Proposal Submittal***

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE. ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:**

**Proposal – RFP R33039, Mobile Grocer Community Outreach**

**1 Original, 5 Copies and 1 electronic copy on flash drives of your proposal any supplementary material should be submitted to:**

**Unified Government of Wyandotte County/Kansas City, Kansas  
Office of the Unified Government Clerk, Room 323  
701 North Seventh Street  
Kansas City, Kansas, 66101  
Attention: Kelly P. Regan**

Respondent must submit one (1) copy of its complete response in Word format on a flash drive along with a 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.

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

Respondent may submit a complete copy of its response on the Unified Government's e-procurement site at <https://purchasing.wycokck.org/eProcurement>. 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 requirements may be disqualified.

## **Section 2.02**                      ***Authorized Signature***

All proposals must be signed by an individual authorized to bind the Respondent to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

## **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.

## **Section 2.04**                      ***Discussions with Respondents***

The Unified Government may conduct discussions with Respondents for the purpose of clarification 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 Respondents 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 Respondents 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. Respondents 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**                      ***Evaluation of Proposals***

The Procurement Officer, or an evaluation committee made up of the Procurement Officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Article 8 of this RFP.

## **Section 2.06**                    ***F.O.B. Point***

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

## **Section 2.07**                    ***Contract Negotiations***

After completion of the evaluation, including any discussions held with Respondents 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 Respondent's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

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

## **Section 2.08**                    ***Failure to Negotiate***

The Unified Government may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest ranked Respondent if the selected Respondent:

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

## **Article III.**                    **Standard Contract Information**

This contract is a ***fixed price*** contract.

### **Section 3.01**                    ***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 or the County Administrator's designate. Upon written notice to the Respondent, 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 Respondent, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

The Unified Government will make its decision as to an award which in its sole determination is in the Unified Government's financial best interest.

**Section 3.02**                      ***Proposal as a Part of the Contract***

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

**Section 3.03**                      ***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 3.04**                      ***Insurance Requirements***

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent'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.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful Respondent shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful Respondent to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

<b>Worker Compensation</b>	
Applicable State	Statutory
<b>General Liability</b>	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

1. Additional Insured shall read exactly as follows:  
The Unified Government shall be named as additional insured with respect to the work performed for this contract: RFP R33039, Mobile Grocer Community Outreach
2. Cancellation Clause shall read exactly as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days prior written notice to the certificate holder.

3. Certificate Holder:

RFP R33039, Mobile Grocer Community Outreach

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

**Section 3.05                      *Proposed Payment Procedures***

The Unified Government plans to make annual payments on the funds that are financed and make payments as invoiced on fees and services.

**Section 3.06                      *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 successful Respondent.

**Section 3.07                      *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 3.08                      *Contract Changes - Unanticipated Amendments***

During the course of this contract, the successful Respondent 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 successful Respondent a written description of the additional work and request the Respondent 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 pursuant to Procurement Regulation 7-101.

The successful Respondent shall 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 Respondent (hereinafter referred to as "Contractor") and are hereby made a part of the contract entered into between the Unified Government and the successful Respondent (hereinafter referred to as "the Agreement"), unless specifically modified in writing:

### **Section 4.01 *Agreement with Kansas Law***

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

### **Section 4.02 *Compliance with Law***

Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out the Agreement, regardless of whether those legal requirements are specifically referenced in the Agreement.

### **Section 4.03 *Authority to Contract***

Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into the Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

### **Section 4.04 *Modification of Agreement***

The Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the Agreement.

### **Section 4.05 *Assignment***

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

### **Section 4.06 *Kansas Cash Basis Law***

The Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law.

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 4.07**                      ***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 the Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

#### **Section 4.08**                      ***Licenses and Permits***

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

#### **Section 4.09**                      ***Independent Contractor Relation***

The parties agree that the legal relationship between them is of a contractual nature. Nothing in the 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 the Agreement. Nothing in the Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.

#### **Section 4.10**                      ***Discrimination in Delivery of Services Prohibited***

During the performance of the Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

#### **Section 4.11**                      ***Equal Opportunity and Affirmative Action***

- a. Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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

d. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.

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

f. If Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of contract and the 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 (1) year. Provided that, if a contract 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.

g. Contractor shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.

h. Contractor, in carrying out the 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 the Agreement.

## **Section 4.12                      *Representations***

The Contractor makes the following representations:

a. The price submitted is independently arrived at without collusion;

b. 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 Code;

c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 12-106 of the Procurement Code; and

d. 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 4.13**                    ***Waiver of Breach***

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

**Section 4.14**                    ***Severability***

If a court of competent jurisdiction declares any part of the Agreement to be invalid, the balance of the Agreement will remain valid and enforceable.

**Section 4.15**                    ***Entire Agreement***

The Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Agreement. The Agreement is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

**Section 4.16**                    ***Disclaimer of Liability***

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

**Section 4.17**                    ***Termination for Default***

If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) 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 the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (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 Contractor is adjudged bankrupt or insolvent;
- If Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Contractor or any of his property;
- If Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Contractor repeatedly fails to supply sufficient services;
- If Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of the Agreement.

## **Section 4.18                      *Termination for Convenience***

The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement 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 Agreement terminated and when termination becomes effective.

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 4.19**                    ***Disputes***

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (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 thirty (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.

Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, the 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 4.20**                    ***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 the Agreement, shall be in the Unified Government.

## **Section 4.21**                    ***Availability of Records and Audit***

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, services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement. Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the RFP 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 (3) 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 4.22**                    ***No Limit of Liability***

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

#### **Section 4.23**                    ***Indemnification***

Contractor shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor'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. General Agreement Terms**

#### **Section 5.01**                    ***Term***

The total length of the project and contract execution may vary from twenty-four (24) to thirty-six (36) months depending on project schedule and budget plans submitted. Supplemental funds from other sources may be identified in your proposal.

### **Article VI.                    Background Information**

The Unified Government of Wyandotte County and Kansas City, Kansas was created October 1, 1997, based on a citizen vote to consolidate the operations of the City of Kansas City, Kansas and Wyandotte County, Kansas. Part of the Kansas City Metropolitan Statistical Area with a total population of two million, Wyandotte County is located at the confluence of the Kansas and Missouri Rivers and at the crossroads of two transcontinental interstate highways (I-70 and I-35). Situated west of the Kansas River and the City of Kansas City, Missouri, Wyandotte County covers an area of 156 square miles, including urban and industrial developments, lakes, recreational activities, and rural settings.

Home to the Kansas Speedway Corporation (NASCAR) 1.5-mile super-speedway, Sporting KC major league soccer stadium, and the Legends Outlets Kansas City super-regional mall, Wyandotte County is Kansas' top tourism destination bringing in over 12 million shoppers and visitors annually. Also situated in Kansas City, Kansas is the Fairfax industrial area, believed to be the nation's first planned industrial district, and which currently houses over 120 businesses, employs over 10,000 people and generates over \$5.4 billion in annual sales. Many of the companies in Fairfax are world famous: the Fairfax Kellogg's plant makes nearly 75% of all of the Cheez-Its; CertainTeed is the largest insulation manufacturing plant in the world; Owens Corning makes the famous Pink Panther insulation; and the Fairfax General Motors Assembly Plant is the only plant making the Chevrolet Malibu.

The U.S. Census Bureau projects a population of 165,429 for Wyandotte County, Kansas for 2019, a growth of nearly 8,000 new residents of Kansas City, Kansas, Bonner Springs, Edwardsville and Lake Quivira over the past nine years.

The Unified Government is the government for both Wyandotte County and the City of Kansas City, Kansas. The governing body of the Unified Government consists of a ten-member Commission and a Mayor/Chief Elected Official. Eight Commission positions are elected within geographic districts. Two Commission positions cover the full County; the other eight candidates are selected in the primary election within their district and in the general election on a countywide vote. The Mayor/Chief Elected Official runs countywide in the primary and the general elections. In addition, the Mayor appoints the County Administrator with approval of the Commission. The County Administrator has the responsibility of administering these programs in accordance with policies and the annual budget adopted by the Commission.

The Government's 2,362 employees in 2019 with a budget of approximately \$400 million provide a full range of municipal services, including police, sheriff and fire protection, public works, parks & recreation, library, planning and zoning, building, sewer system, street maintenance, health department, aging services, transit system, district attorney's staff, county detention facilities, municipal court, economic development, and other general city and county services. The Kansas City, Kansas Board of Public Utilities (BPU), an administrative agency of the Unified Government, provides water and electric power to residents. Within the County there are 53 parks, 10 recreation centers, an 18-hole golf course, 18 fire stations, 1,943 miles of road and six libraries.

## **Article VII. Project Scope**

### **Section 7.01 *Scope of Work***

The successful applicant shall provide nutritious foods to the community, especially to those low-income census tracts that are disproportionately affected by the Social Determinants of Health, through provision of a Mobile Grocer Community Outreach project. The community partner should focus on the following:

- Provide nutritional food choices that are of high quality and in accordance with the standards set by USDA. Increase access to affordable food via subsidy or free of charge. Should include a variety of fruits and vegetables.
- Will provide mobile affordable food options on a regularly scheduled basis in Wyandotte County via multiple sites/events.
- Project to include community input to enhance collaboration and market the program to the community for widespread program adaptation for different peoples and cultures.
- Demonstrate social, digital, and traditional marketing tactics to promote the mobile grocer availability.
- Address the five A's of food insecurity in your proposed plan. Affordability, availability, accessibility, accommodation, and accessibility.
- Comply with ordinances and license requirements for mobile vending as established by the Unified Government of Wyandotte County and Kansas City, Kansas.
- Accepting government benefits like WIC & SNAP would be considered optimal but not required during operations.

#### **The primary goals of the Mobile Grocer Community Outreach:**

- Meet the food needs of low-income individuals through food distribution, community outreach to assist in participation in Federally assisted nutrition programs (e.g. WIC), or improving access to food as part of a comprehensive service;
- Increase the self-reliance of communities in providing for the food needs of the communities.
- Promote comprehensive responses to local food access issues; and
- Provide a consistent and reliable food access option for underserved populations challenged by food insecurity.

Mobile Grocer Community Outreach Projects are intended to bring together stakeholders from Wyandotte County and the community food system to foster understanding food insecurity trends and how they might improve local food systems.

## **Program Area Description**

The purpose of the Mobile Grocer Community Outreach is to support the development of projects with a one-time infusion of federal dollars to make such projects self-sustaining. Projects should be designed to create community-based food projects with objectives, activities and outcomes that are in alignment with the primary goals listed above.

Projects are to focus on a defined community and describe in detail the activities and outcomes of the planning project. Preference will be given to projects designed to:

- a. Develop linkages between two or more sectors of the food system.
- b. Support the development of entrepreneurial projects.
- c. Develop innovative connections between the for-profit and nonprofit food sectors.
- d. Encourage long-term planning activities, and multi-system, interagency approaches with collaborations from multiple stakeholders that build the long-term capacity of communities to address the food problems of the Wyandotte County, such as food policy councils or food planning associations; or
- e. Develop new resources and strategies to help reduce food insecurity in the community and prevent food insecurity in the future by:
  - i. Developing creative food resources.
  - ii. Coordinating food services with Unified Government of Wyandotte County programs or other community-based outlets to reduce barriers to access; or
  - iii. Creating nutrition education programs for at-risk populations to enhance food-purchasing and food-preparation skills and to heighten awareness of the connection between diet and health.

*Examples of Mobile Grocer Community Outreach Projects* include, but are not limited to, mobile grocery stores that sell fresh and affordable food, mobile pantries that provide food at no cost, mobile food hubs that coordinate the distribution of food between local growers and food retail establishments, and mobile farm-to-institutions projects that make food available to underserved populations. All projects must involve low-income participants.

## **Terms and Conditions**

1. The Unified Government reserves the right to reject any and all proposals submitted. **The Unified Government reserves the right to select one or more proponents to assist in providing the services, or any portion thereof, described in this RFP.** Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification.

The Unified Government also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all respondents, to waive any defects as to form or content of the RFP or any responses by any individual, and to negotiate with any proponent if and when, in the Unified Government's discretion, the Unified Government deems that to be in its best interest. Proponents may be asked to make one or more virtual presentations and participate in virtual interviews.

2. This RFP does not commit the Unified Government to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submitted proposals become the property of the Unified Government as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. The successful applicant agrees that all information and deliverables created under the above scope of work shall become property of the Unified Government.
4. The successful applicant agrees not to disclose information about which grant opportunities and grant projects the Unified Government is considering and pursuing.
5. By accepting this RFP and/or submitting a proposal in response thereto, each proponent agrees for itself, its successors and assigns, to hold the Unified Government and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such proponent, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a proponent or negotiating or executing an agreement incorporating the commitments of the selected proponent.
6. By submitting proposals, each proponent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
7. Proposals shall be open and valid for a period of sixty (60) days from the date of their submission to the Unified Government.

### **Compensation**

The overall project budget is \$200,000 over a thirty-six (36) month project period.



## **Article VIII. Proposal Format**

### **Section 8.01 *Content***

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE. ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:**

**Proposal – R33039, Mobile Grocer Community Outreach**

**1 Original, 5 Copies and 1 electronic copy on flash drives of your proposal any supplementary material should be submitted to:**

**Unified Government of Wyandotte County/Kansas City, Kansas  
Office of the Unified Government Clerk, Room 323  
701 North Seventh Street  
Kansas City, Kansas, 66101  
Attention: Kelly P. Regan**

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

Respondent may submit a complete copy of its response on the Unified Government's e-procurement site at <https://purchasing.wycokck.org/eProcurement>. 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 requirements may be disqualified.

### **Section 8.02 *Proposal Format and Content***

The Unified Government discourages overly lengthy and costly proposals, but in order to evaluate proposals fairly and completely, Respondents should follow the format set forth in this Article VII and provide all information requested.

### **Section 8.03 *Electronic Filing Requirements***

A respondent must submit one complete copy of its response on computer flash drives in Microsoft Word format in the respectively sealed envelopes. 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.

## **Section 8.04**                      ***Introduction***

In response to the novel coronavirus COVID-19 pandemic crisis, the American Rescue Plan Act (ARPA) authorized by Congress provides substantial funding to numerous federal agencies with the intention to provide urgent and targeted funding to defeat the virus and provide workers and families the resources they need to survive the pandemic while the vaccine is distributed to every American. To this end, the Unified Government (UG) seeks a mobile grocer to address increased food insecurity among Wyandotte County residents during the COVID-19 pandemic recovery.

## **Section 8.05**                      ***Understanding of the Project***

Respondents must provide a comprehensive narrative statement that describes their proposed project, meeting the requirements as listed in Section 7.01 Scope of Work above. The narrative must describe the project schedule over the 3-year project period, and outline project deliverables.

## **Section 8.06**                      ***Methodology and Management Plan for the Project***

Respondents must provide a comprehensive narrative statement that sets out the methodology and management plan they intend to employ that illustrates how they will accomplish the project requirements, within the schedule and budget. Respondents should also describe how they will comply with ordinances and license requirements for mobile vending as established by the Unified Government of Wyandotte County and Kansas City, Kansas.

## **Section 8.07**                      ***Experience and Qualifications***

Respondents must provide a narrative description which includes the following:

- Organization of the project team, including a personnel roster that identifies each person that would fulfill a role on the project team along with each person's title.
  - Please attach resumés for all staff engaged in the project.
  - If new staff need to be hired for the project, please attach a job description which includes desired qualifications for the role.
- A description of organizational capacity, highlighting why the organization is a good fit for this project based on mission alignment, experience, and current capacity.
- Please include 2 letters of recommendation from organizations who you have partnered with in the past on similar projects

## **Section 8.08**                      ***Cost Proposal***

Respondents should provide a line-item budget for each year of the project, for a total project cost of \$200,000. Budgets should include estimated direct and indirect costs associated with the performance of the project including, but not limited to, total number of hours at various hourly rates, other direct expenses, supplies, and percentage of each person's time devoted to the project. Applicants may dedicate 10% of the budget to indirect (overhead, administration) costs.

- If there are additional secured and funding sources for the project, please indicate the source and level of total additional funding for the project (covering each year of the project period) in the budget. Additional funding is not required but will make proposals more competitive.

## **Article IX. Evaluation and Selection Criteria**

The Unified Government is an equal opportunity employer and actively encourages submission of proposals from minority and women-owned firms. This Request for Proposals does not commit the Unified Government to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for any services.

### **Selection Criteria**

#### **(a) Understanding of the Project 40%**

Proposals will be evaluated against the questions set out below.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. Are project deliverables well-defined and related to the Scope of Work as described in this RFP? Are deliverables provided for the following key activities?
  - a. Community input to enhance collaboration and market the program to the community for widespread program adaptation for different peoples and cultures
  - b. Providing nutritional food choices that are of high quality and in accordance with the standards set by USDA. Includes providing variety of fruits and vegetables.
  - c. Increasing access to affordable food via subsidy or free of charge.
  - d. Providing mobile affordable food options on a regularly scheduled basis in Wyandotte County via multiple sites/events.
  - e. Utilize social, digital, and traditional marketing tactics to promote the mobile grocer
3. Accepting government benefits like WIC & SNAP (This is considered optimal but is not required).

How well has the offeror identified pertinent issues and potential problems related to the project?

4. Has the applicant addressed the Five A's of food insecurity in your proposed plan: affordability, availability, accessibility, accommodations, and acceptability?

#### **(b) Management Plan for the Project 20%**

Proposals will be evaluated against the questions set out below.

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. Is the organization of the project team clear?

3. How well does the management plan illustrate the lines of authority and communication?
4. How well have any potential problems been identified?
5. Does the applicant describe how they will comply with Unified Government ordinances and rules regarding mobile vending?

**(c) Experience and Qualifications 20%**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the project?

*Questions regarding the firm:*

1. Does the firm demonstrate readiness, capacity and right fit for the project?
2. Has the firm provided letters of reference from partners?

**(d) Contract Cost 20%**

1. Are costs reasonable and necessary to accomplish the project deliverables?
2. Are there other secured or pending funding sources for the project (this is not required but will make projects more competitive).

## **Article X. Attachments**

**Terms and Conditions for Federal Grants**

**Debarment Suspension Certification Form**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS**

**RFP – R33039  
Mobile Grocer Community Outreach**

**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;
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition; and
- 5.0 it has the full authority of the Respondent 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 \_\_\_\_\_ days.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Kansas City, State, Zip: \_\_\_\_\_

SSN or Federal ID Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

E-mail: \_\_\_\_\_