

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP 32365
For
State Lobbyist Services

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Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 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, County Administrator is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of assisting the Unified Government of Wyandotte County/Kansas City, Kansas with government relations and lobbying efforts with the State of Kansas.

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 residents and businesses 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*

Respondent 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***

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

Section 1.09 ***Implied Requirements***

By submission of the proposal, the Respondent 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.

Issue RFP:	November 19, 2021
Last day for Questions:	December 2, 2021 at 11:00am CST
Proposals Due	December 8, 2021 at 2:00pm CST

Proposal Evaluation Committee completes evaluation:	December 10, 2021
Interviews – via Teams	December 16, 2021
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 2 years with the possibility of three (3), one-year extensions.

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 Respondent 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 ***Equal Treatment***

Respondent 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 1.17 ***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 1.18 ***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. Respondents 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 628 or call Emma Scovil at (913) 573-5098 for information regarding compliance requirements.”

- 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 1.19 ***Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposals or alternate proposals. Respondent 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.

Respondent 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 Respondent 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 Respondent at a later date, or may choose to negotiate with those submitting proposals.

Section 1.20 ***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 1.21 ***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 1.22 ***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 ***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 2.03 ***Discussions with Respondent***

The Unified Government may conduct discussions with Respondent 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 Respondent 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 Respondent 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.

Respondent 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 2.04 ***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 seven of this RFP.

Section 2.05 ***Contract Negotiations***

After completion of the evaluation, including any discussions held with Respondent 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 2.06 ***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 firm fixed price 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 and Board of Public Utilities. 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.

Insurance Requirements

The vendor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government or the BPU by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful bidder 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 Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Contractor shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement.

The Unified Government or the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured.

The following minimum coverage is required of vendors providing services:

Coverage:

Limits of Liability:

Workers Compensation

Statutory

Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000
Professional Liability	\$1,000,000

1. Additional Insured endorsement shall read exactly as follows:
The Unified Government and/or the Board of Public Utilities, in the name of the Unified Government, shall be named as additional insured with respect to the work performed for the contract(s): RFP #R32365 State Lobbyist Services.
2. Certificate Holder:
Provide BID or RFP Number and Title in the “miscellaneous” area of certificate.
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section 3.06 *Proposed Payment Procedures*

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.07 *Proposed Payment Option*

A Virtual Payment Option is now available. If you would like to learn contact, Lonia Green, Accounts Payable, 913-573-5138

Section 3.08 *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 3.09 *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 3.10 ***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

GENERAL 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:

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** OFFEROR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** OFFEROR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this 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 this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This 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 this Agreement.
5. **Cash Basis Law.** This 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. This 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 this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this 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.

6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify OFFEROR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, OFFEROR shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** OFFEROR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. OFFEROR 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.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. 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 parties agree that no persons supplied by OFFEROR 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 OFFEROR.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, OFFEROR 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 origin, or ancestry.

10. **Equal Opportunity and Affirmative Action.**

- a. OFFEROR 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 this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. OFFEROR 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. OFFEROR 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. OFFEROR, in all solicitations or advertisements for employees placed by or on behalf of OFFEROR, 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. OFFEROR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. OFFEROR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If OFFEROR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and OFFEROR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, OFFEROR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. OFFEROR 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 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. OFFEROR, 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.

11. **Representations.**

OFFEROR 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 XII 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 §29-635 (Gratuities and Kickbacks) of the Procurement Code.

- 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.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Termination for Default.** If OFFEROR 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 OFFEROR 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 OFFEROR 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 OFFEROR the costs and expenses and reasonable profit for services performed by OFFEROR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due OFFEROR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by OFFEROR because of the default.

Except with respect to defaults of subcontractors, OFFEROR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if OFFEROR 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 subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, OFFEROR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit OFFEROR to meet the contract requirements. Upon request of OFFEROR, 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, OFFEROR'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 OFFEROR's right to proceed under the provisions of this clause, it is determined for any reason that OFFEROR was not in default under the provisions of this clause, and both the Unified Government and OFFEROR 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 OFFEROR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

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

- 16. 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 OFFEROR specifying the part of the contract terminated and when termination becomes effective.*

OFFEROR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination OFFEROR will stop work to the extent specified. The Procurement Officer shall pay OFFEROR the following amounts:

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

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

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

- 17. Disputes.** *All controversies between the Unified Government and OFFEROR 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 OFFEROR 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 OFFEROR may proceed as if an adverse decision had been received.*

The Procurement Officer shall immediately furnish a copy of the decision to OFFEROR 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 OFFEROR brings an action seeking judicial review of the decision in the Wyandotte County District Court.

OFFEROR 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 OFFEROR 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.

18. 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 OFFEROR in connection with the work pursuant to this Agreement, shall be in the Unified Government.*

19. Availability of Records and Audit. *OFFEROR 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. OFFEROR 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, OFFEROR 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.*

Article V. Project Scope

Section 5.01 Scope of Work

“Professional State Lobbyist Services”

The Unified Government of Wyandotte County/Kansas City, Kansas is soliciting Requests for Proposals from firms involved in Government Relations and Lobbying work at the State Level. The firm must have a fulltime capacity and be able to effectively lobby in the State of Kansas.

All proposers must certify that personnel performing services for the Unified Government shall be properly registered with the State of Kansas and shall further comply with all applicable Federal, State, County and Local laws which govern lobbying activities.

The professional services will include, but not be limited to:

- Facilitate at a minimum annual briefing sessions with Unified Commissioners and staff in Kansas City, Kansas regarding State issues facing local governments and other insights about the Legislative landscape.
- Assisting with identifying eligible State funding sources for approved Unified Government endorsed projects
- Tracking and notifying the Mayor, County Administrator or designee of legislative developments which impact the Unified Government of Wyandotte County/Kansas City, Kansas and the Kansas City metro area
- Attending relevant committee hearings and mark-ups
- Advocating Unified Government issues with members of the State Legislature, Governor's Office and key State agency staff
- Developing strategies to effect State legislation
- Preparing position papers and presentations regarding current or potential State legislation or State policy that will impact the Unified Government of Wyandotte County/Kansas City, Kansas and the greater Kansas City metro area
- Providing staff support for Mayor and Unified Government Commissioners at certain specified meetings of the League of Kansas Municipalities, Kansas Association of Counties, and other organizations dealing with State of Kansas legislative or regulatory issues
- Provide timely narrative reports /communications regarding Unified Government of Wyandotte County/Kansas City, Kansas legislative priorities to the Mayor, County Administrator or designee

Article VI. Proposal Format

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

A respondent **must** submit a complete copy of its response in one of the following formats: one (1) original and a flash drive in .PDF format submitted to the address below **or** submit a complete copy of its response on the Unified Government's eProcurement site at <https://purchasing.wycokck.org/eProcurement> prior to the closing date and time. If components of the response, such as spreadsheet, 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 32365 State Lobbyist Services
One (1) original of your proposal and supplementary material should be submitted to:

Office of the Unified Government Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064

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.

Section 6.01 **Required Submittals**

Qualified firms interested in providing the services described are invited to submit a complete proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for non-acceptance of the Proposal.

The proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the proposer's submittal in a section separated from the remainder of the proposal.

1. Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firms, and any other related information. Include the name, telephone number and email address of the contact person(s) with the authority to respond to questions.
2. Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be assigned to the County. Include resumes for all individuals assigned to the County. Provide an organization chart showing functional relationships between the proposer, individuals assigned to the County, sub consultants (if any) and the County. Show the lines of communication, authority and assigned responsibility. **Should subconsultants(s) be listed as a part of the project team, the proposer shall provide a letter from each sub consultant that indicates the sub consultant's intent to be a part of the project team.**
3. Proposer shall provide information which documents successful results on past lobbyist assignments, especially those assignments related to the requirements of this Request for Proposal. Related project experience shall be restricted to those assignments undertaken within the last five (5) years. Include references for at least **five (5)** recent contracts with public entities which provide the

best indication of your firm’s ability to undertake successful lobbyist services for the County, including contact names, titles, telephone numbers, email, fax and mailing addresses.

4. Methodology for providing the Unified Government lobbying needs and proposed methods for determining issues.

5. Provide the specific location from which the firm(s) will undertake the lobbying services. If the office is not located in the KC metro area, then indicate how the firm will assure on-going access and responsiveness throughout the contract.

6. Show evidence of the firm’s ability to manage projects simultaneously and expeditiously; approach to problem/task resolution; and methodology/data gathering techniques and procedures; and teamwork.

Cost Proposal

Proposers shall provide the following information:

Fixed cost per month for lobbying services: \$_____per month

Reimbursable expenses Not to Exceed \$_____per year

Travel expenses shall be reimbursed as per Section 3.6 of the Unified Government Travel Policy.

Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable amounts will be paid only after firm has provided all receipts.

Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this RFP.

Section 6.02 *Proposal Format and Content*

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

Article VII. Evaluation and Selection

Section 7.01 *Selection Criteria*

(a) Understanding of the Project- 40%

Proposals will be evaluated against the questions set out below.

1. Approach to providing services as outlined in the Scope of Work. Ability of the firm to perform assignments on short-term (12 months) and long-term (24 months).
2. Respondent must submit a statement of relevant ability of the firm and must describe this approach to providing and managing the anticipated services.
3. Working knowledge of Kansas City, Kansas and Wyandotte County.

(b) Experience and Qualifications— 30%

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

1. Recognized level of expertise, background and experience of key personnel of the firm in providing bipartisan representation.
2. Offeror must submit a statement of relevant experience.
3. Offeror must also include in their proposals documentation describing the extent of their experience and expertise as a lobbyist.
4. Past record of performance including appropriations success rate and other relevant accomplishments achieved in the past as a lobbyist.

Questions regarding the firm:

1. Respondent must submit a statement of relevant experience of the firm's and key personnel's past performance record on similar projects.
2. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

(c) Contract Cost— 30%

The Offeror shall submit the following firm, fixed monthly retainer rate to complete the requirements as outlined in the RFP for the Unified Government of Wyandotte County/Kansas City.

Article VIII. Attachments

Attachment A: Qualification Form

Attachment B: Campaign Contribution Disclosure Form

Attachment C: Proposal Form

Attachment A: PROPOSERS QUALIFICATION FORM

LIST REPRESENTATIVE ENGAGEMENTS FOR PAST LOBBYING – BUSINESS REFERENCES

Agency	Contact person	Tel. #	Assignment

LIST CURRENT CLIENTS WHO ARE BEING REPRESENTED BY YOUR FIRM BEFORE THE LEGISLATURE:

STATEMENT OF LITIGATION

Have you, at any time, failed to complete a project? Yes No

Are there any judgments, claims or suits pending or outstanding by or against you?
 Yes No

If the answer to either question is yes, submit details on separate sheet.

List all lawsuits that have been filed by or against your firm in the last five-(5) years:

REFERENCES:

Bank(s) Maintaining Account(s):

Surety/Underwriter: (if required)

Other References:

Attachment B:**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, and prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member

or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relationship to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size:

Signature Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Attachment C:
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
RFP 32365 State Lobbyist Services

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: _____