

# Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP R39539**  
**For**  
**“Temporary 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, Department of Human Resources is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing cyber liability insurance and security.

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

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

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

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

### ***Required Review***

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

### ***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: Kelly Regan [kregan@wycokck.org](mailto:kregan@wycokck.org) , Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

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

## **Section 1.07     *Amendments & Addendums***

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

## **Section 1.08     *Alternate Proposals***

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

## **Section 1.09     *Implied Requirements***

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

## **Section 1.10     *Project Timetable & Contract Term***

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Issue RFP: 2:00 pm October 26, 2023

Last day for Questions: 5:00 pm November 16, 2023

Proposals Due: 2:00 pm November 30, 2023

Proposal Evaluation Committee completes evaluation: December 2023

Notice of Award: December 2023

Contract Start: January 1, 2024

The contract will be in effect for a period of one (1) year. Provided neither the Unified Government nor the vendor has terms in the contract which they require to be changed, this contract may extend for four (4) additional, one-year terms.

### ***Section 1.11 Location of Work***

The location(s) the work is to be performed is at Unified Government of Wyandotte County and Kansas City, KS buildings and properties.

### ***Section 1.12 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 1.13 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. 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 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 1.14 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 1.15 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 1.16 Determination of Responsibility***

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

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

### ***Section 1.17 Evaluation***

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

### ***Section 1.18 Equal Treatment***

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

### ***Section 1.19 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 Unified Government reserves the right to award to multiple Temporary Services Providers.

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 1.20 Notification of Award***

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

- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form *will be provided by the Unified Government*).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at [businesslicense@wycokck.org](mailto:businesslicense@wycokck.org) or (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 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 649, or call (913) 573-5440 or e-mail [sreed@wycokck.org](mailto:sreed@wycokck.org) for information regarding compliance requirements.”
- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the 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 1.21 Right to Reject Proposals**

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

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive 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 offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

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

### **Section 1.22     *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 prior to the established due date which is either the time and date announced for the receipt of proposals or receipt of modifications to proposals or if discussions have begun, it is the time and date by which best and final offers must be submitted provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. 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:

- 1) **During Discussions: Prior to Best and Final Offers:** once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;
- 2) **Minor Informalities:** Minor informalities unless otherwise corrected by an offeror as provided in this Section, shall be treated as they are under competitive sealed bidding;
- 3) **Correction of Mistakes:** if discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and intended correct offer will be considered only if:
  - a) The mistakes and the intended correct offer are clearly evident on the face of the proposal in which event the proposal may not be withdrawn; or
  - b) The mistake is not clearly evident on the face of the proposal, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of the other offerors.

### **Section 1.23     *Mistakes in Proposals Discovered after Award***

Mistakes shall not be corrected after award of the contract except where the Purchasing Director or the head of the User Department finds it would be unconscionable not to allow the mistake to be corrected.

### ***Section 1.24 Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, 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 ninety (90) days from the opening date.

### ***Section 2.02 Site Inspection***

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

### ***Section 2.03 Supplemental Terms and Conditions***

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

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

### ***Section 2.04 Discussions with Offerors***

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

Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

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

### ***Section 2.05 Prior Experience***

The Offeror is required to have a minimum of three (3) years of experience in providing Temporary Staffing Service for a position similar to that identified in the proposal. If an Offeror has less than three (3) years of experience in providing Temporary Staffing Services, the key personnel of the firm and the representative assigned to Unified Government must have a minimum of three (3) years of experience.

### ***Section 2.06 Evaluation of Proposals***

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

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

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

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

### ***Section 2.08 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**

- (a) **This contract is a Fixed Price with Adjustment contract.**

### **Section 3.02 Contract Approval**

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

### **Section 3.03 Proposal as a Part of the Contract**

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

### **Section 3.04 Additional Terms and Conditions**

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

### **Section 3.05 Insurance Requirements**

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

The successful offeror must secure the insurance coverage required by the Unified Government 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 to 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:

<u>Coverage:</u>	<u>Limits of Liability:</u>
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 R39539, Temporary 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 7<sup>th</sup> 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 more Contact Accounts Payable at 913-573-5253.

### **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.

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.** BIDDER 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.** BIDDER 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 BIDDER for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, BIDDER shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** BIDDER shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. BIDDER 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 BIDDER 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 BIDDER.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, BIDDER shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry.
10. **Equal Opportunity and Affirmative Action.**
- a. BIDDER 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, sexual orientation, gender identity, disability, age, national origin, or ancestry.
  - b. BIDDER 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. BIDDER 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. BIDDER, in all solicitations or advertisements for employees placed by or on behalf of BIDDER, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry.
  - d. BIDDER 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. BIDDER shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
  - f. If BIDDER 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 BIDDER 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, BIDDER shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
  - g. BIDDER 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. BIDDER, 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.**

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

Except with respect to defaults of subcontractors, BIDDER shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if BIDDER 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, BIDDER 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 BIDDER to meet the contract requirements Upon request of BIDDER, 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, BIDDER'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 BIDDER's right to proceed under the provisions of this clause, it is determined for any reason that BIDDER was not in default under the provisions of this clause, and both the Unified Government and BIDDER 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 BIDDER will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If BIDDER is adjudged bankrupt or insolvent;
- If BIDDER makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for BIDDER or any of his property;
- If BIDDER files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- 
- If BIDDER repeatedly fails to supply sufficient services;
- If BIDDER 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 BIDDER specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

The Procurement Officer shall immediately furnish a copy of the decision to BIDDER 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 BIDDER brings an action seeking judicial review of the decision in the Wyandotte County District Court. BIDDER 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 BIDDER 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 BIDDER in connection with the work pursuant to this Agreement, shall be in the Unified Government.
19. **Availability of Records and Audit.** BIDDER 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. BIDDER 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, BIDDER shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

#### ***Section 4.01 Background Information***

The Unified Government of Wyandotte County/Kansas City, Kansas has approximately 2,300 year - round employees.

## **Article V. Project Scope**

### **Section 5.01 Scope of Work**

The Unified Government requires drug screens on all temporary personnel prior to beginning an assignment with the Unified Government. Drug screens are the responsibility of the temporary employment agency. The Unified Government uses the NIDA 5 Panel drug screen on all of its new hires, as a condition of the offer of employment. In addition, the Unified Government uses the GC/MS confirmation method for drug testing and utilizes an independent SAMSA certified laboratory to perform the actual drug test. The Unified Government would require the same methods to be used by the temporary employment agency.

The Unified Government reserves the right to design standard consent forms to be used for drug testing and conducting background checks, which would need to be signed by a temporary employee prior to placement with the Unified Government.

The Unified Government also reserves the right to request a consent form, to be signed at the time of placement, for drug and/or alcohol testing if reasonable suspicion is established that the temporary employee may be under the influence of drugs and/or alcohol after being placed with the Unified Government.

#### Candidate Screening

- The Successful Offeror shall conduct an in-person interview with each Candidate prior to referral to the Unified Government to determine the candidate's character, suitability and ability to perform service to Unified Government.
- The Successful Offeror shall contact a minimum of two (2) previous employers to verify the work performance of each candidate.
- The Successful Offeror shall determine whether a candidate is willing to execute any confidentiality agreement that may be required for performance of service as necessary.
- The Successful Offeror shall conduct NIDA 5 Panel drug screen on all of its new hires, as a condition of the offer of employment and use the GC/MS confirmation method for drug testing and utilizes an independent SAMSA certified laboratory to perform the actual drug test. This should be done immediately prior to placement at the Unified Government.
- The Successful Offeror shall conduct a criminal background check in accordance with Unified Government hiring practices and policies for regularly employed/hired Unified Government. Disqualifying convictions vary based on the nature of the position for which the candidate is being placed and shall be discussed prior to candidate placement for temporary employment with the Unified Government.

Contractor's employees shall be required to adhere to all work policies, procedures, and standards established by the Unified Government. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Unified Government.

Contractor shall be responsible for the following:

- Recruiting, hiring, and administering any evaluations and/or terminations of contractor employees provided to the Unified Government by Contractor.
- Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited

to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans with Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA").

- Performing background screening on all contractor employees provided to Unified Government, to include screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as provided herein. Contractor shall ensure that all contractor employees possess all certification and qualifications necessary to enable them to perform their assignments.
- Informing contractor employees that they are required to adhere to the policies and procedures of the Unified Government. Contractor and/or its designee shall promptly notify the applicable Unified Government departments of any human-resource-type issue raised by a contractor employee that may affect the Unified Government, such as threats of violence, harassment, discrimination or retaliation.
- All temporary staff must sign and adhere to the below Unified Government policies.  
Harassment in the Workplace.  
Ethics  
Violence in the Workplace  
Responsible use of IT
- Providing contractor employees all of Unified Government's safety, drug/alcohol, work policies, anti-harassment, discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct contractor on the use of the procedure.
- The contractor shall obtain written acknowledgement from each contractor employee provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- Provide harassment, discrimination, and retaliation training for all contractor employees provided under this contract. The contractor shall maintain a record of all such training.
- Inform all temp-to-hire candidate of the Unified Government's residency policy and that they agree to adhere to this policy if hired by Unified Government to establish and maintain residency in Wyandotte County after 1 year of employment as a Unified Government employee.
- Being solely responsible for and holding Unified Government harmless from, all administrative employment matters regarding contractor employees including, but not limited to, all payroll and payroll income tax withholding matter; payment of workers' compensation premiums; funding of appropriate fringe benefit programs and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.
- Paying contractor employees in compliance with applicable wage and hour laws including the Fair Labor Standards Act ("FLSA"). Contractor shall maintain complete and accurate records of all wages paid to its employees assigned to provide services to the Unified Government. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and underemployment taxes attributable to wages paid to its employees assigned to provide services to the Unified Government.

- Contractor employees shall report to job assignments dressed appropriately and with the equipment specified by the Unified Government as being required to perform work in the service categories covered under this contract.
- Any applicant set for placement who has worked for the Unified Government, must be in good standing with Unified Government. This information must be verified with Unified Government Human Resources prior to placement.

**Section 5.02 Specifications and Job Descriptions**

The Unified Government of Wyandotte County/Kansas City, Kansas is seeking a Request for Proposal (RFP) by qualified bidders to:

- 5.02.1 Provide qualified temporary personnel possessing skills necessary to perform the essential duties of the job.
- 5.02.2 Respond to temporary employee order requests or replacement with confirmation or progress report within two (2) hours. Within the requested time, could your company provide the resume, test results, references and past work history of three (3) qualified temp candidates?
- 5.02.3 Guarantee performances by temporaries satisfactory to the Unified Government, and, upon reasonable notice from the Unified Government cancel all charges for unsatisfactory work;
- 5.02.4 Provide replacement the next working day for any temporary who does not satisfactorily provide the services required by end-user Departments;
- 5.02.5 Provide, at a minimum, monthly invoices specifying the number of hours, name of temporary, department assigned to and total costs, in duplicate, to the Department and Human Resource Department; and,
- 5.02.6 Please state the minimum number of hours that your employee would have to work for the Unified Government before being allowed to change employment status to a Unified Government employee without the Unified Government or the employee having to pay a liquidation charge or other fee or charge.

\_\_\_\_\_ # of hours

- 5.02.7 Demonstrate ability and responsibility for statutory benefits and requirements including, but not limited to, workers compensation, unemployment insurance, FICA taxes, FUTA taxes, W-2's and I-9's.

Job Descriptions

May Include:

Non-Exempt Administrative Support

Fiscal Support Assistant/Motor Vehicle Clerk (Treasury)  
Municipal Court Clerk I  
Administrative Support Specialist  
Records Clerk (Sheriffs)  
Police Records  
Dispatcher

Non-Exempt Maintenance/Labor

Caretaker  
Custodian  
Facilities Maintenance Tech  
Transit Operator  
General Laborer  
Equipment Operator  
Plant Operator  
Park Maintenance Technicians

Exempt Professional

IS Analyst  
Program Coordinator  
Project Manager/Engineer

Non -Exempt Law Enforcement

Juvenile Detention Officer  
Detention Deputy  
Security Officer (Armed and Unarmed)

Other Non-Exempt:

Recreation Specialist  
Marina Specialist  
Lifeguards  
Recreation Leader

Unified Government may Utilize/Request Services for other Positions not listed above.

A temporary employee must have knowledge and experience using: Windows, Microsoft Office, Excel and others computer applications upon request.

Temporary Services Providers can submit a proposal on One or All Job Types (Multiple Awards). The Unified Government reserves the right to award to multiple Temporary Services Providers.

Submit a detailed response to the following:

1. Can you provide bilingual employees? If so, what languages can they speak? Are there any Additional Fees for Bi-lingual?
2. Upon request, could you sub-contract for medical temporary personnel? What is the additional charge for these services? Please list and include job descriptions rate.
2. What limitations do you have on Laborer/Facility Maintenance Worker positions?
3. What limitations do you have on Security/Detention Positions?
4. How is overtime based?
5. What is your company's policy on timesheets? Can timesheets be faxed?
6. Can you provide three (3) potential candidates within two (2) hours? Within the requested time, could your company provide the resume, test results, references and past work history of the qualified temp assigned to the Unified Government?
7. What additional information could the Unified Government provide your organization to insure a qualified temp?
8. Could your company perform an onsite consultation (per requesting department) to help determine their needs for temporary staffing?
9. Provide a flat fee rate for a background check.
10. Please state the minimum number of hours that your employee would have to work for the Unified Government before being allowed to change employment status to a Unified Government employee without the Unified Government or the employee having to pay a liquidation charge or other fee or charge.

\_\_\_\_\_ # of hours

11. Explain in detail your hiring procedure. Also include your drug screening policies and procedures. Indicate what type of drug test is given, which drugs are screened and what the cutoff levels are.

The Unified Government reserves the right to design standard consent forms to be used for drug testing and conducting background checks, which would need to be signed by a temporary employee prior to placement with the Unified Government.

The Unified Government also reserves the right to request a consent form, to be signed at the time of placement, for drug and/or alcohol testing if reasonable suspicion is established that the temporary employee may be under the influence of drugs and/or alcohol after being placed with the Unified Government.

The Unified Government requires drug screens on all temporary personnel prior to beginning an assignment with the Unified Government. Drug screens are the responsibility of the temporary employment agency. The Unified Government uses the NIDA 5 Panel drug screen on all of its new hires, as a condition of the offer of employment. In addition, the Unified Government uses the GC/MS confirmation method for drug testing and utilizes an independent SAMSA certified laboratory to perform the actual drug test. The Unified Government would require the same methods to be used by the temporary employment agency.

We follow a drug testing policy and use a designated site for collection of the specimen and an independent, SAMSA certified laboratory to perform the actual test.

Would your agency be willing to follow the policies and procedures used by the Unified Government and use its collection site and laboratory? If not, what lab will you use?

12. If you cannot provide the personnel required by the Unified Government, do you have the ability to provide the requested personnel through subcontracts? If yes, with whom have you contracted?
13. Will you allow the Unified Government to refer individuals to your agency for possible employment and in turn be placed with the Unified Government as a temp?
14. Reports – The successful vendor(s) must supply the Unified Government quarterly reports listing temporary employees by job classification, number of hours worked that quarter, division assigned to, and total paid. What additional reports can you supply?
15. Does your agency offer applicant testing for proficiency in Microsoft Office products? If so, please describe. Is it possible to use your agency for Microsoft Office proficiency testing for applicants who have applied directly to Unified Government for various positions that are Unified Government direct hires? If so, what is the per applicant fee for such service?
16. Describe your agency's customer feedback methods along with metrics used to determine customer satisfaction. What are your current customer satisfaction ratings?
17. Describe your process for evaluating temporary employee performance.

### **Section 5.03 Cost Proposal**

What is the Cost Associated with Service if based on percentage of hourly rate paid to employee's, please indicate.

Is there a Fee Associated with Hiring Personnel through Agency?

Is there a Minimum Number of Hours that they must Work for Fee to be Waived?

## **Article VI. Proposal Format**

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

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

OR

Also, one (1) copy of the complete response must be submitted on a flash drive in Word Format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

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

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

### **Proposal – RFP “R39539, Temporary Services”**

**Ten (10) Copies and One (1) original of your proposal and supplementary material should be submitted to:**

**Office of the Unified 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 the document.*

### **Section 6.01 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, offerors should follow the format set out herein and provide all of the information requested.

### **Section 6.02 Electronic Filing Requirements**

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

OR

Also, one (1) copy of the complete response must be submitted on a flash drive in Word Format and be included in the hard copy submittal prior to the closing date.

If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

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

### ***Section 6.03 Introduction***

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

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company.

An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

### ***Section 6.04 Understanding of the Project***

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

### ***Section 6.05 Methodology Used for the Project***

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

### ***Section 6.06 Management Plan for the Project***

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

### ***Section 6.07 Experience and Qualifications***

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed, and
4. itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

### ***Section 6.08 Cost Proposal***

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

## **Article VII. Evaluation and Selection**

### ***Section 7.01 Selection Criteria***

#### **(a) Experience, Knowledge, Qualifications (this will include the quality of the application) 60%**

Proposals may 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 service?
2. How well has the offeror identified pertinent issues and potential problems related to the service?
3. How well has the offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the offeror demonstrated that it understands the Unified Government's time schedule and can meet it?
5. Completeness of responses to all required items.
6. Do the individuals assigned to the service have experience on similar services?
7. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the service required?

8. How extensive is the applicable education and experience of the personnel designated to work the service?
9. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?
10. Experience in delivery of proposed services?

**(b) Methodology 20%**

Proposals may be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology impact the target population?

**(c) Cost 20% - The most cost-effective proposal will receive the maximum number of points allocated to cost.**

## **Attachments**

Attachment A: Signature page

Attachment B: Cooperative Form

Attachment C: Debarment Form

Attachment D: Intent to Self-Perform

Attachment A: Signature page

# **Attachment "A"**

## **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS PROPOSAL FORM**

### **RFP R39539**

#### **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 Respondents 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: \_\_\_\_\_

***This form shall be submitted along with your proposal***

Attachment B: Cooperative Form

**Attachment “B”**

**COOPERATIVE PROCUREMENT**

This section is optional, it will not affect award.

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

- 1) If Wyandotte County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES \_\_\_\_\_ NO \_\_\_\_\_

INITIALS: \_\_\_\_\_

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the RFP or contract unless they are specifically named in the Request for Proposal.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The principal contracting officer (PCO) is responsible for handling the solicitation and awarding the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Purchasing Administrator, Unified Government of Wyandotte County/Kansas City, Kansas.
- 6) Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

***This form shall be submitted along with your proposal.***

Attachment C: Debarment Form

**Attachment “C”**

**DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE**



## Debarment Form

### SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

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

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - a. The Solution Provider and/or any of its Principals:
    - i. \_\_\_\_\_ Are \_\_\_\_\_ Are not
    - ii. Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - iii. \_\_\_\_\_ Have \_\_\_\_\_ Have not
    - iv. Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - v. \_\_\_\_\_ Are \_\_\_\_\_ Are not
    - vi. Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1) (a)(ii) of this provision; and
    - vii. \_\_\_\_\_ Have \_\_\_\_\_ Have not
    - viii. Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  
2. “Principals,” for the purpose of this certification, means officer; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business

segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

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

Authorized Supplier Representative

_____	_____
Name (typed)	Signature
_____	_____
Title	Date
_____	_____
Company	Project

**For Office Use Only: Bid** \_\_\_\_\_ **RFP** \_\_\_\_\_ **P.O. #** \_\_\_\_\_

***This form shall be submitted along with your proposal.***

Attachment D: Intent to Self-Perform

**Attachment “D”**

**Intent to Self-Perform**

Affidavit of

(Name of Bidder)

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

(Name of Project)

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

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

Sign \_\_\_\_\_

***This form shall be submitted along with your proposal.***