



**SEDGWICK COUNTY, KANSAS**  
**FINANCE DEPARTMENT**  
**DIVISION OF PURCHASING**  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316-383-7055  
<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#17-0001**  
**PUBLICATION OF LEGAL NOTICES**

**January 9, 2017**

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Publication of Legal Notices. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CST, January 24, 2017.

**All contact concerning this solicitation shall be made through the Division of Purchasing.** Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

**Kara Kingsley**  
**Buyer**

## Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Minimum Mandatory Requirements](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
  - A. [Questions and Contact Information](#)
  - B. [Evaluation Criteria](#)
  - C. [Request for Proposal Timeline](#)
  - D. [Contract Period and Payment Terms](#)
  - E. [Insurance Requirements](#)
  - F. [Indemnification](#)
  - G. [Confidential Matters and Data Ownership](#)
  - H. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

## **I. About this Document**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **II. Background**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

As per [K.S.A. 64-101](#), the County designates by resolution a newspaper to be the "official County newspaper." Such newspaper will be responsible for ensuring the publication of all County legal publications. Such publications will include: legal notice, notices of suits, solicitations for bids/proposals, and other advertisements.

The Sedgwick County Treasurer is responsible for the quarterly publication of the Treasurer's Fund Balances per KSA 19-520. Also published once each week for three consecutive weeks during the fiscal/calendar year are the levy amounts for taxes charged to State, County, Township, School, City, or other purposes for that year on each \$1,000.00 of assessed valuation per KSA 79-2001 Vol. 6A. The Treasurer is also responsible for two additional large publications, Delinquent Personal Property Tax per KSA 19-547, Vol. 2 and Delinquent Real Estate Tax per KSA 79-2303, Vol. 6A, which require two (2) separate publications published once each week for three consecutive weeks each during the fiscal/calendar year. The Treasurer will determine the dates for publications and will provide the information in email format. The treasurer estimates 3,500 entries for the Delinquent Personal Property Tax publication. This is normally published in 5 point (+/- 10%) type in a four-column format. The Delinquent Real Estate publication includes approximately 16,000 entries and is also normally published in 5 point (+/- 10%) type in a four-column format. Both listings require three separate, weekly publishing's.

### III. Project Objectives

In accordance with the technical specifications outlined herein, it is the intent to receive a proposal for providing legal publication services for various departments, at the Direction of the County Counselor, and annual publication of the delinquent real estate and personal property tax listings by the County Treasurer. As a direct result of implementing a recommended solution within the parameters outlined in this document, Sedgwick County desires to:

1. Acquire legal publication services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven “track-record” in performance, service and customer satisfaction.
3. Acquire legal publication services with the most advantageous overall cost to the County.

### IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kara Kingsley  
Sedgwick County Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, January 24, 2017.** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent’s name will be disclosed at bid opening.

### V. Minimum Mandatory Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response:

#### A. Official County Newspaper Publications

1. Must be based upon an eleven (11) Pica line with seven (7) point type. Should the column width or type sizes of your periodical vary, the rate per line of type must be proportionately increased or decreased.
2. Periodical must be published at least weekly 50 times each year and have been published for at least one (1) year prior to the publication of any official county publication.
3. Periodical must be entered at the U.S. Post Office in the County of publication as periodical class mail matter, which county shall be located in Kansas. Provide verification.
4. Periodical will have a general paid circulation on a daily, weekly, monthly or yearly basis in the County, and will not be a trade, religious or fraternal publication. Provide verification.
5. Provide verification that the periodical is printed in the State of Kansas and published in Sedgwick County.

#### B. Sedgwick County Treasurer Publications

1. Must be based upon a four column listing with five (5) point (+/- 10%) type. Should the column width or type sizes of your periodical vary, the rate per line of type must be proportionately increased or decreased.
2. Periodical must be published at least weekly 50 times each year and have been published for at least one (1) year prior to the publication of any official county publication.
3. Periodical must be entered at the U.S. Post Office in the County of publication as periodical class mail matter, which county shall be located in Kansas. Provide verification.
4. Periodical will have a general paid circulation on a daily, weekly, monthly or yearly basis in the County, and will not be a trade, religious or fraternal publication. Provide verification.
5. Provide verification that the periodical is printed in the State of Kansas and published in Sedgwick County.

17-0001

*Sedgwick County...Working for you*

## VI. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

## VII. Proposal Terms

### A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kara Kingsley at [kara.kingsley@sedgwick.gov](mailto:kara.kingsley@sedgwick.gov) by 5:00 p.m. CST January 13, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST January 17, 2017. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

### B. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by meeting the following criteria:

Component	Points
A. Number and quality of references	20
B. Ability to meet minimum mandatory requirements	20
C. Publication frequency and number of subscribers	20
D. Years of experience	20
E. Price	20
Total points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

### C. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	<b>January 9, 2017</b>
Questions and clarifications submitted in writing by 5:00 p.m. CST	<b>January 13, 2017</b>
Addendum Issued	<b>January 17, 2017</b>
Sealed Proposal due before 1:45pm CST	<b>January 24, 2017</b>
Evaluation Period	<b>January 24 – February 2, 2017</b>
Board of Bids and Contracts Recommendation	<b>February 2, 2017</b>
Board of County Commission Award	<b>February 8, 2017</b>

### D. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

E. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form).**

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**Workers’ Compensation:**

Applicable coverage per State Statutes  
**Employer’s Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:**

**Bodily Injury:**

Each Occurrence \$500,000.00  
 Aggregate \$500,000.00

**Property Damage:**

Each Occurrence \$500,000.00  
 Aggregate \$500,000.00

**Personal Injury:**

Each Occurrence \$500,000.00  
 General Aggregate \$500,000.00

**Automobile Liability-Owned, Non-owned and Hired**

Each Occurrence Bodily Injury and Property damage \$500,000.00  
 General Aggregate \$500,000.00

**Professional Liability**

**If required**

**Special Risks or Circumstances:**

**Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**

F. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider’s performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

G. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

H. Proposal Conditions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Proposal%20Terms%20%20Conditions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf)

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

Mandatory Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Mandatory%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

Sample Contract

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf)

**VIII. Required Response Content**

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. State percentage of circulation sold to subscribers and what basis, daily, weekly, monthly, annually.
3. State your frequency of publication.
4. State your average total circulation, daily, weekly.

5. State your general legal publication specifications, Point Size, Pica Width.
6. State your weekly/daily publication deadlines.
7. State your desired email address to which all notifications will be sent.
8. The firm's relevant experience, notably experience working with government agencies.
9. At minimum, three (3) professional references with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
10. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
11. Proof of insurance meeting minimum insurance requirements as designated herein.

**Print Publication:**

\$ \_\_\_\_\_ Per line "Official County Newspaper" (estimated 100,000 lines annually)

\$ \_\_\_\_\_ Per line Delinquent Personal Property Tax (published once each year with an estimated 3,500 entries x 3 consecutive weeks)

\$ \_\_\_\_\_ Per line Delinquent Real Estate Tax (published once each year with an estimated 16,000 entries x 3 consecutive weeks)

\$ \_\_\_\_\_ Per line Publication of Levy (published once each year with an estimated 165 entries x 3 consecutive weeks)

\$ \_\_\_\_\_ Per line Treasurer's Fund Balances (estimated 50 entries x quarterly)

\$ \_\_\_\_\_ Per line Notice of Suit (published once each year with an estimated 12,600 entries x 3 consecutive weeks)

\$ \_\_\_\_\_ Per line Notice of Sale (published once each year with an estimated 8,000 entries x 3 consecutive weeks)

**Online Publication:**

Sedgwick County is requesting pricing for the option to publish legal notifications online. Please provide pricing and any additional information for the following notices:

- "Official County Newspaper" (estimated 100,000 lines annually)
- Delinquent Personal Property Tax published once each year with an (estimated 6,000 entries x 3 consecutive weeks)
- Delinquent Real Estate Tax (published once each year with an estimated 16,000 entries x 3 consecutive weeks)
- Publication of Levy (published once each year with an estimated 165 entries x 3 consecutive weeks)
- Treasurer's Fund Balances (estimated 50 entries x quarterly)
- Notice of Suit (published once each year with an estimated 12,600 entries x 3 consecutive weeks)
- Notice of Sale (published once each year with an estimated 8,000 entries x 3 consecutive weeks)



**IX. Response Form**

**REQUEST FOR PROPOSAL  
#17-0001  
PUBLICATION OF LEGAL NOTICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

STATE OF INCORPORATION or ORGANIZATION \_\_\_\_\_ COMPANY WEBSITE \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business: \_\_\_\_\_ Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_ African American (05) \_\_ Asian Pacific (10) \_\_ Subcontinent Asian (15) \_\_ Hispanic (20)

\_\_ Native American (25) \_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business: \_\_\_\_\_ Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_ Not Minority - Woman Owned (50) \_\_ African American-Woman Owned (55)

\_\_ Asian Pacific-Woman Owned (60) \_\_ Subcontinent Asian-Woman Owned (65) \_\_ Hispanic Woman Owned (70)

\_\_ Native American-Woman Owned (75) \_\_ Other - Woman Owned (80) - Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: \_\_\_\_\_ Yes \_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_