



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

www.sedgwickcounty.org/purchasing

525 N. Main, Suite 823

Wichita, KS 67203

Telephone (316) 660-7255

Fax (316) 383-7055

**REQUEST FOR PROPOSAL
#08-0294
LOBBYING SERVICES**

October 20, 2008

Sedgwick County, Kansas (hereinafter referred to as the "County") is soliciting proposals for the purpose of obtaining contract services from a qualified Lobbyist to represent and report to the County on a regular basis during the 2009 Legislative Session (December 2008-May 2009) regarding legislation or issues that affect the County. No particular amount of business can be guaranteed and a contract for services will be established.

1. PROPOSAL SUBMISSION

Each respondent must submit one (1) original and three (3) copies in a sealed envelope marked in the lower left hand corner with "Lobbying Services RFP #08-0294". The original submission must be clearly marked "original". The respondent's name and address should also be marked clearly on the envelope along with the due date and time proposal is due. Proposals should be mailed to:

Iris Baker
Purchasing Director
Sedgwick County, Kansas
525 N. Main, Suite 823
Wichita, KS 67203

Proposals should be received no later than **1:45 pm (C.D.T.) on Thursday, November 6, 2008.**

Late proposals will not be considered and will be returned to the responder unopened. The official receipt of the proposal is based upon the date and time stamp in the Purchasing Department.

Receipt of proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

2. BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 462,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties.

Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 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.

This solicitation is not open to county employees as the intent of the request for proposal is to establish an independent contracting relationship, so that the efforts of the lobbyist will not interfere with county work or employee work schedules.

3. SCOPE OF SERVICES

The successful respondent will:

1. Report to the Director of Communications and Community Initiatives and will be expected to work closely with the Board of County Commissioners, County Manager, County Legal Department, County division directors and department heads.
2. Be expected to perform the following professional services for the County:
 - First and foremost, at all time represent Sedgwick County government and the interests of Sedgwick County government, as directed, to the Kansas Legislature.
 - Present potential legislative items to Board of County Commissioners.
 - Provide continuous and ongoing legislative advice to the County concerning the County's platform issues.
 - Monitor all bills of importance to Sedgwick County Government, including those affecting operations of County departments, taxation matters, state and local partnership concerns, and other local governments, so that the County has a chance to engage in discussions.
 - Attend weekly meetings discussing legislation affecting local governments with the KAC, LKM and other lobbyists representing Kansas local government.
 - Keep the BOCC, County Manager, and department and agency heads informed of progress via weekly reports, faxes, phone calls, e-mails, etc.
 - Meet with legislators to request their support or opposition to bills and provide support materials to legislators in advance.
 - Assist County staff in delivering testimony before legislative committees as needed.
 - Present oral or written testimony before legislative committees.
 - Send legislative bills to departments and agencies for review and recommendation for legislative action (support, oppose, no position)
 - Coordinate annual Sedgwick County lunch for South Central Kansas legislative delegation at the Capitol.
 - Be in attendance at any Board of County Commissioner meeting deemed appropriate by the County manager or the respondent.

4. SELECTION CRITERIA

The Evaluation of each proposal will include the following, in no particular order:

1. Quality of similar work that has been provided for other public and private entities
2. Comparable experience and background of the specific personnel that shall be assigned to the team that shall serve the County
3. Overall responsiveness to the RFP
4. Extent of applicable resources available to the firm
5. Project approach
6. Cost

A committee comprised of County staff will conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, the ability of the proposer to perform, past performance, ability to meet time requirement, principals assigned to the project, and an understanding of the work to be performed on behalf of the County.

A shortlist of respondents will be created after the initial evaluation for the purposes of interviewing and any final negotiations prior to a recommendation for award. The County reserves the right to reject any proposal it's deemed to be in the best interest of the County.

Information provided by respondents in response to this Request for Proposal will be considered confidential by the County throughout the selection process, to the extent permitted by law.

No discussions, negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal.

5. REQUIREMENTS and PROPOSAL CONTENT

The Proposal should be organized in the following format and information sequence. Submitting respondents shall provide the following information:

1. State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
2. Resume of the individual(s) to represent Sedgwick County Government including current references.
3. Proof of Registration with the State of Kansas.
4. Have at three (3) years experience.
5. Listing of all current clients both private and public, inclusive of the duration of appointment in representing each; scope of representation (state and national or just one, and specific topic or overall platform).
6. Sample Tracking/Legislative Report.
7. Any additional documentation that highlights applicable resources available to the firm, noting the resources Sedgwick County will be expected to provide.
8. Your approach and plan to meet the requirements listed in the scope of services noted in the RFP.
9. Disclose any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
10. Address section #7, page 4 of this document.
11. Address section #8, page 4 of this document.
12. Provide an itemized budget including all expenses related to the Scope of Services. A total cost figure must also be provided.
13. Provide a completed and signed Fee Proposal Form in the same format as that appearing at the end of this RFP.
14. Describe any characteristics or capabilities, which may make your firm uniquely qualified to provide the services to Sedgwick County.
15. Describe your expectations of County staff for the duration of this contract. i.e. Identify what you need from staff in order to be successful.

Prior to the opening of proposals, respondents may correct, modify, or withdraw their proposals. A respondent who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

Any exceptions to terms and conditions outlined in this document should be clearly detailed in the proposal response.

6. CONTACT FOR QUESTIONS

Any questions regarding this document must be submitted in writing to Iris Baker at ibaker@sedgwick.gov by 5:00 p.m. (CDT) October 27, 2008. 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/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CDT) October 29, 2008. **Respondents are responsible for checking the web site and acknowledging any addendums in their response form.**

7. CONFLICT OF INTEREST

Explain in detail any existing or potential conflict of interest that would be created by your firm's representation of Sedgwick County.

8. PENDING OR EXISTING LITIGATION OR INVESTIGATIONS

Explain in detail any existing or potential litigation or investigation against your firm in the last 5 years.

9. INSURANCE

Worker's Compensation:	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
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 Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability (if applicable)	\$500,000.00

Liability insurance coverage indicated above 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, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. 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. 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.

10. INDEMNIFICATION

To the fullest extent permitted by 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 time at its own expense insurance in accordance with these specifications.

11. TENTATIVE TIMELINE:

The following dates reflect a tentative process schedule and are subject to change with out notice.

Release Request for Proposal -----October 20, 2008
Question submittal Deadline -----October 27, 2008
Addendum (if necessary) -----October 29, 2008
Proposal Due Date -----November 6, 2008
Evaluation and interviews -----November 7-19, 2008
Award -----November 26, 2008
Begin Contract -----Early to Mid December 2008

12. CONTRACT PERIOD

A contractual period for services will begin following the Board of County Commission approval of the recommended proposal response.

The county, at its option, may extend the engagement annually for 2 additional option years upon written notice.

Attachment A is a sample contract that the successful respondent will be signing.

13. PAYMENT TERMS

Payment for all specified services to the successful firm will be made following:

- Monthly invoicing, including itemized statement;
- Verification by County that the specified services have been completed;

14. REQUEST FOR PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, respondents hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Left blank intentionally.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Left blank intentionally.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Left blank intentionally.
8. Left blank intentionally.

9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Left blank intentionally.
17. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
19. Left blank intentionally.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. Left blank intentionally.
22. Left blank intentionally.
23. Left blank intentionally.
24. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. 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.
25. Left blank intentionally.
26. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
27. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an

award resulting in a “Conflict of Interest.” A “Conflict of Interest” will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.

28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. Left blank intentionally.
30. Left blank intentionally.

End of section

ATTACHMENT A
SERVICES AGREEMENT
by and between:
SEDGWICK COUNTY, KANSAS
and

THIS AGREEMENT made and entered into this ____ day of _____, 200_, by and between Sedgwick County, Kansas, (hereinafter referred to as "County"), and _____, _____ organized in the State of _____(hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, pursuant to a request by County (RFP#_____), Contractor has submitted a proposal to provide lobbying services for the County, as needed by County; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose.** Contractor, an expert in providing services as outlined in Contractor's response to County's RFP _____, dated _____, including all addenda thereto, as set forth herein.

The parties agree that time is of the essence in Contractor's performance of Services.

2. **Term.** The term of this contract commences upon approval of this contract by both parties, and terminates upon full completion of the services outlined in the RFP by County and Contractor's response thereto dated _____.

3. **Compensation.** The amount to be paid to Contractor by County as compensation for performance of Services is set forth below. In no event shall the amount of compensation paid to Contractor hereunder exceed the sum of _____. The fees include all of Contractor's time, labor, equipment, and expenses, associated with the provision of Services, and shall be the sole compensation rendered to Contractor hereunder.

4. Detailed invoices shall be submitted directly to the Sedgwick County Department of Finance, 525 N. Main, Suite 823, Wichita, Kansas 67203, or to such address as County may identify to Contractor. All invoices shall show the contract number and federal employer identification number. Each invoice submitted by Contractor shall be paid by County within thirty (30) days.

a. **Fees.**

b. **Expenses.** _____.

5. **Notification.** Notifications required pursuant to this contract shall be made in writing and mailed to the following addresses. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Manager
Attn: Contract Notification

525 N. Main, Suite 343
Wichita, KS 67203

and

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: _____

6. **Termination of Contract.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Contractor and termination shall be effective immediately. Contractor shall be paid for all Services provided and applicable expenses incurred through the date of such termination, which are not the subject of a good faith dispute. In no event after termination will Contractor be entitled to an amount in excess of the maximum contract amount.

7. **Incorporation of Appendices.** (a) Appendix A (General Contract Provisions); (b) County's RFP # _____; (c) Contractor's response to County's RFP _____, dated _____, (d) any additional documentation; are attached hereto and made a part hereof as if fully set out herein.

8. **Entire Agreement.** This agreement and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

9. **Authority.** Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of the entity that is a party hereto.

Witness our signatures the day and year first above written.

SEDGWICK COUNTY, KANSAS:

By: _____

By: _____

ATTEST:

Don Brace, County Clerk

APPROVED AS TO FORM:

Assistant County Counselor

**APPENDIX A
GENERAL CONTRACT PROVISIONS**

1. AUTHORITY TO CONTRACT.

- a. **Affirmation of Legal Authority.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- b. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

3. PERSONNEL.

- a. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.
- b. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- c. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- d. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and

ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in Section 4 below.

4. **PROHIBITION OF CONFLICTS OF INTEREST.**

- a. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.
- b. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
- c. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.
- d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. **FUNDING.**

- a. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.
- b. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to under spending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.
- c. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

- d. **Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources

6. **RECORDS, REPORTS AND INSPECTION.**

- a. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.
- b. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- c. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- d. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.
- e. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of records.

7. **METHOD OF BILLING AND PAYMENT.**

- a. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.
- b. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix.
- c. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

- d. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.
- e. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

8. **LICENSES AND PERMITS.**

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

9. **EPA APPROVED BUILDING.**

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

10. **HANDICAPPED ACCESSIBILITY.**

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. **ASSIGNMENT.**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

12. **MODIFICATION.**

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

13. **SUBCONTRACTING.**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

14. **COMPLIANCE WITH APPLICABLE LAWS.**

- a. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

- b. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.
- c. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.
- d. **Access to Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

15. **DISCRIMINATION PROHIBITED**

- a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain such provisions, Contractor agrees to the following:
 - (1) Contractor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - (2) In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - (3) If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - (4) If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - (5) Contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor.
 - (6) The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).
- b. Contractor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);

- (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, &1606);
- (3) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (4) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (5) The Americans with Disabilities Act (“ADA”) (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (7) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
- (8) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).

- c. Contractor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Contractor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section..

16. **INDEMNIFICATION AGREEMENT.**

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

17. **CONFIDENTIAL INFORMATION.**

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party, subject to County’s obligations under the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).

18. **PROPRIETARY INFORMATION; OWNERSHIP OF DATA.**

Contractor agrees all data, records and information in whatever form, in the custody or control of Sedgwick County to which the Contractor or its agents and employees obtain access, remains at all times exclusively the property of Sedgwick County. Contractor agrees all such data, records and information constitutes at all times proprietary information of Sedgwick County. Contractor agrees that it will not disclose, provide, or make available any of such proprietary information of in any form to any person or entity. Additionally, Contractor agrees it will not use any names or addresses contained in such data, records 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. Additionally, Contractor 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. Upon termination of any agreement hereunder, Contractor agrees it will immediately cease use of and access to all Sedgwick County proprietary information. Contractor 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 Contractor's own proprietary and confidential information. Contractor agrees that this is a "work for hire" arrangement, and that all data, regardless of form, that is generated as a result of this Agreement is the exclusive property of Sedgwick County, Kansas.

19. **WARRANTIES AND REPRESENTATIONS.**

Contractor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of errors and defects. Contractor shall immediately correct any error or defect at no additional cost to County. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

20. **NO INFERENCES REGARDING DRAFTER.**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identify of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. **SAVINGS CLAUSE.**

If any particular provision of the Agreement to which this Appendix is attached, or of this Appendix or of any other Appendix that is also attached to said Agreement, or a provision of any document that is referenced by said Agreement, shall be determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

Iris Baker, C.P.M.
Purchasing Director

SEDGWICK COUNTY PROPOSAL RESPONSE FORM
RFP 08-0294 - LOBBYIST SERVICES

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation 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 Proposal 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.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship __ Partnership __ Minority Business __ Woman-Owned Business __ Small Business __

GENERAL NATURE OF BUSINESS _____

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

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/purchasing.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

I/We _____, in submitting this proposal, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document.

Signature _____ Title _____

Date _____