

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 #16-0085 LEASED OFFICE SPACE FOR EAST TAG OFFICE

October 11, 2016

Sedgwick County, Kansas (hereinafter referred to as "Sedgwick County" or "county") is seeking a firm or firms to assist the county in leasing office space to be utilized as an East Tag Office. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

Kimberly Evans Purchasing Agent

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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.

The Sedgwick County Treasurer's Office currently operates four (4) Tag Offices within Sedgwick County. The Sedgwick County Treasurer seeks to lease office space on the East side of Wichita for use by the Tag Office.

Sedgwick County reserves the right to utilize their contracted vendors for any further services required as a result of a suitable solution being found. These include, but are not limited to:

- On-Call Real Estate Services
- On-Call Remodeling Services
- On-Call Architectural and Engineering Services

III. Project Objectives

Sedgwick County, is seeking a Commercial Real Estate Broker or Commercial Developer to assist the County in finding a new location for an East Tag Office. Office space proposed may be new construction, renovated space, or a combination of new construction and renovated space preferably in a single tenant building.

IV. Pre-Proposal Meeting

A pre-proposal meeting will be held at the main Tag Office located at 2525 W. Douglas on Tuesday, October 18th at 9:00 a.m. This meeting is not mandatory; however, **this will be the only time to see an example of the finishes being requested and to discuss this proposal with County staff.**

V. 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:

Kim Evans Sedgwick County Division of Purchasing 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, NOVEMBER 15, 2016**Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Please note that **vendors may submit multiple options** to the county for review. Please mark separate options as "Option 1, Option 2, etc.". Firms submitting multiple responses may combine all options into one sealed envelope/package as long as individual options are clearly marked.

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

VI. Scope of Work

Proposals must address the following (to the extent that a bidder is unable to satisfy a requirement, state the limitation and proposed alternative): Please organize your response to the below items in the same order as presented herein, and label clearly for ease of review.

1. Location:

The location of the proposed building should be within an area that spans from Central to Harry streets and Oliver to Rock Road. The Treasurer will consider properties that are within close proximity to this area.

- Approximately 10,000-12,000 square feet of office space
- Visitor Access
- Visibility
- Safety, e.g. ingress, egress, traffic flow
- Adjacent uses
- Expandability of space and parking

Suitability and quality of the building and site

Site Plan: Please include a proposed site plan with your submission showing site access
and egress, building location and size, and a parking layout (showing public and staff
parking in separate areas), as well as a map showing the location of your proposed
property.

If available, attach photographs and/or renderings of the proposed property. Please illustrate the expandability of both the building and the parking.

- Utilities: Please state which public utilities will be used at your site
- Parking On-site: A minimum of 60 customer spaces (inclusive of the appropriate quantity of ADA spaces) and 25 employee spaces is required.

Parking Definitions: On-site parking is normally defined as: Parking on the same or adjacent lot as the building to be leased.

Note – ADA parking availability is critical; on-site parking to be deemed acceptable must address these requirements.

Quality of the proposed building:

Sedgwick County will consider a new facility, renovated facility, or a combination of new construction and renovated space in a single or multi-tenant facility. Some criteria will be more relevant to new construction but equivalent or better finished materials in a facility will be considered where appropriate. The interior materials and finishes should be equivalent or better than the Tag Office located at 2525 W. Douglas.

- Functionality and suitability in meeting program needs
- ADA accessibility
- Parking
- Facility Appearance
- Quality of Structure
- Site Plan
- Compliance with applicable codes
- Building and System Specifications: HVAC available 24 hours a day, seven (7) days per week; ADA; Lighting; Telecommunications; Building Codes (asbestos, air quality, hazardous materials, waste disposal).
- Architectural type of building
- Material being proposed for the main entrance and exterior of the building
- Windows that maximize exposure to natural lighting
- Type of windows
- Window treatments (commercial grade blinds)

Space Requirements

- 1. Line Clerks-
 - Twenty-one (21) work stations at 48 sq ft each, including one (1) information desk and two (2) ADA accessible work stations.
- 2. Public Lobby/Waiting-
 - Lobby seating for seventy-five (75) visitors.
 - One (1) standing line for self service kiosk.
- 3. Offices-
 - Two (2) each at 120 sq ft for manager and supervisor.
 - Safe Room 100 sq ft
 - Storage Room 180 sq ft
 - Employee Restrooms

Men- one (1) toilet, one (1) urinal, one (1) lav

Women- two (2) toilets, one (1) lav

• Public Restrooms

Men- two (2) toilets, one (1) urinal, two (2) lav

Women- two (2) toilets, two (2) lav

• Employee Break room: 300 square feet

An entry vestibule at the main entrance to the building is required.

Tenant Improvements including all design fees are to be provided by Landlord based on the programs defined in Tag Office summary.

Typical elements of a construction/renovation design include drawings of the Site Plan, Elevations, Floor plan, Electrical/TELCO plan, Reflective ceiling plan, Mechanical/HVAC/plumbing plans, Finish schedule, Doors & Hardware schedule, Window Schedule and Phase I furniture plan (block diagram) and Phase II furniture plan (basic furniture orientation). The successful Bidder and County will coordinate a series of meetings through all phases of construction and design. No construction shall begin until a lease has been executed and a floor plan is finalized and agreed to by both parties

Final as Built plans must be prepared and signed by a Registered Professional Architect and/or Engineer. Identify the Architect and/or Engineer whom you plan to use with your submission. A copy of the as-built plans and final plans must be submitted to and approved by Sedgwick County prior to occupancy.

Telecommunications: Building telecommunications infrastructure shall be provided by the Landlord according to needs of Sedgwick County. Coordination with the Sedgwick County IT-Telecom department is required of the successful bidder.

Network/Internet Access: Building should have a fiber internet connection with a minimum of 100Mbps bandwidth.

Floor/Fit Plans: Proposals must include "floor/fit plans" demonstrating the ability of the proposed facility to accommodate the Tag Office requirements. The successful developer's architect and/or engineer will work with Sedgwick County to establish an ideal floor plan that is acceptable to both Sedgwick County and the developer.

Environmental: Provide certification that there has been no water infiltration in the building. If unable to certify, describe the type(s) of water infiltration episode(s) including dates and response actions. Describe any form of abatement of mold or hazardous material that has occurred, in the building, in the past five (5) years.

Phase I Environmental: A report must be submitted for Tenant's review prior to lease signing. If suggested by the Phase I results, Phase II testing and clean-up planning may be required.

2. Experience of the Developer/Owner/Property Manager:

Schedule for Construction or Renovations: Include a schedule for the final permitting; construction/renovation commencement; and a construction/renovation completion. Note: The final lease document will provide Tenant with the ability to terminate the lease agreement if Landlord is unable or unwilling to meet this proposed schedule. However, the proposed schedule may be extended with the mutual consent of both parties.

Building Management: Please provide the scope of property management services which you will provide. Lessor agrees that in exercising its management responsibilities of the property, of which the Leased premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, and recyclable materials, as issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said property.

References: Please provide three (3) references relative to experience on projects of this size.

3. Cost:

Lease Form: Sedgwick County will require the prior review of all office lease forms, subject to modifications necessary to reflect the proposed Base Rent Definition (set forth below) and other specifics of this RFP. Submit a copy of the proposed office lease form as a requirement of your proposal. Changes to lease forms will be presented for agreement prior to award.

Initial Term: Quote rent for a ten (10) year term, with subsequent five (5) year renewal options. The county reserves the right to request any lease term desired and negotiate terms before an award is made. These requested terms are for comparative purposes only when evaluating responses and are subject to change.

Please provide quotes for a full service lease and a triple net lease for comparative purposes.

Renewal Terms: Two (2) five (5) year terms.

Occupancy: May 2017.

Base Rent: Please quote the modified gross rent with Landlord entirely responsible for roof,

structure and HVAC.

Rentable square feet shall not include the building's exterior wall, mechanical areas, common areas or exterior walls of the leased premises.

Rent Definition: Full service lease. Rent must include heat, water & sewer, real estate taxes, electricity for HVAC/hot water, exterior lighting, interior maintenance, parking related expenses (if any), insurance, HVAC maintenance and energy costs, and common area maintenance.

Specify in detail the projected costs for the following categories of expense:

- Heat
- Water & sewer
- Real estate taxes
- Electricity for HVAC, hot water, and exterior lighting
 - Signage: Discuss any municipal or building signage restrictions or regulations. If a multitenant building is being proposed, a directory at the building's entrance with room and suite identification shall be provided and maintained by the Lessor. Exterior signage shall clearly and easily identify the Sedgwick County Tag Office and shall be provided and maintained by the Lessor, subject to the approval of the county.
 - Waste Disposal: Lessor shall also, at Lessor's expense, be responsible for providing a dumpster and dumpster pad (if applicable) and pick-up of all waste materials.
 - Space: Please specify rentable square footage and any loss factors. Rentable square footage shall not include mechanical rooms, exterior walls or common areas.

Proposals must be free of conditions except for zoning changes and subdivision approvals, the nature of which and timing for which must be identified in the proposal.

In the case of a zone change or subdivision approvals, a letter from municipal officials indicating a willingness to support the proposed project must accompany the proposal.

VII. 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.
- Conduct final inspection and approve payment.

VIII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kim Evans at Kimberly.j.evans@sedgwick.gov by 5:00 p.m. CST Wednesday October 26, 2016. 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, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST Friday November 4, 2016. Firms are responsible for checking the website and acknowledging any addendums on their proposal response form.

B. <u>Minimum Qualifications</u>

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 theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have proper certification(s) or license(s) for the services specified in this document.
- 2. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 3. Have a minimum of five (5) years experience in providing services similar to those specified in this RFP.
- 4. 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.
- 5. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
- 6. Identify a single point of contact for concerns and/or questions.
- 7. Providing clear and detailed information as requested per this document, following all instructions and guidelines herein.
- 8. Participating proposers must be able to facilitate/arrange tours of buildings at the request of county staff.

C. Selection Criteria

The selection process will be based on the responses to this RFP. A qualitative evaluation will be done to determine which proposal most fully addresses the needs of the county. The evaluation criteria will include:

Location	20
Parking	15
Cost	15
Property condition	10
Ease of access	10
Square footage	10
Internet Access/Bandwidth available	10
Timing of availability/occupancy	10
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.

D. 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	October 11, 2016
Pre-Proposal Meeting 2525 W. Douglas @ 9:00a.m	October 18, 2016
Questions and clarifications submitted in writing by 5:00 p.m. CST	October 26, 2016
Addendum Issued	November 4, 2016
Sealed Proposal due before 1:45pm CDT	November 15, 2016
Evaluation Period	November 15-December
	14, 2016
Board of Bids and Contracts Recommendation	December 15, 2016
Board of County Commission Award	December 21, 2016

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue as indicated in the final negotiated contract/lease agreement.

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

All invoices should be sent to the attention of the Sedgwick County Treasurer, 525 N Main Ste 107, Wichita, KS 67203.

F. 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 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 (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	\$500,000.00		
damage			
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.

G. 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.

H. <u>Confidential Matters and Data Ownership</u>

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.

I. Proposal Conditions and Contract Terms

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

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

IX. 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. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 3. The firm's relevant experience, notably experience working with government agencies.
- 4. 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.
- 5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Detailed responses to Section VI. Scope of Work.
- 8. Responses/compliance to items listed in Section VIII-B.
- 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. Completed and signed Proposal Response Form.

X. Response Form (page 1 of 2)

REQUEST FOR PROPOSAL #16-0085 LEASED OFFICE SPACE FOR EAST TAG OFFICE

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 O	RGANIZATION	
COMPANY WEBSITE ADDRESS_	EMAII	L
NUMBER OF LOCATIONS	NUMBER OF PERSONS	EMPLOYED
TYPE OF ORGANIZATION: Public	Corporation Private Cor	rporation Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business	Manufacturer Dist	ributor Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05) Asian Pac	eific (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 Ow	med (55)
Asian Pacific-Woman Owned (60)	Subcontinent Asian-Woman Ow	vned (65)Hispanic Woman Owned (70)
Native American-Woman Owned (75)Other – Woman Owned (80)) – Please specify
ARE YOU REGISTERED TO DO BU	USINESS IN THE STATE OF	KS: No
INSURANCE REGISTERED IN THIYesNo	E STATE OF KS WITH MINI	MUM BEST RATING OF A-VIII:

CONTINUED ON NEXT PAGE

X. Response Form (page 2 of 2)

	d confirm all addendum(s) related to the	ed to our RFQ/RFP web page and it is his document by going to
NO;	NO;	NO, DATED
document. Proposal submission for document. All minimum and generated	cknowledges all requirements, terms rmat should be by order in which so ral requirements should be specifica o any part of this document should	ections are listed throughout the ally addressed and detailed in
Signature	Title	
Print Name	Dated	