



**SEDGWICK COUNTY, KANSAS**  
**DIVISION OF FINANCE DEPARTMENT**  
*Purchasing Department*

525 N. Main, Suite 823 ~ Wichita, KS 67203

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[https://www.sedgwickcounty.org/finance/purchasing/  
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL**

**#20-0038**

**LEGAL SERVICES FOR THE COLLECTION OF DELINQUENT PERSONAL PROPERTY  
TAX JUDGMENTS AND UNCOLLECTED CONSUMER PROTECTION JUDGMENTS**

**June 29, 2020**

Sedgwick County, Kansas (hereinafter referred to as the “County”) is seeking Legal Services to represent the County in collecting Delinquent Personal Property Tax Judgments and Uncollected Consumer Protection Judgments. Legal Services will be utilized on a year-to-year basis under the direction of the Sedgwick County Counselors’ Office (**Tract 1**) or to (**Tract 2**) the Office of the District Attorney (Hereinafter “the District Attorney”). No particular amount of business beyond what is contained in the “Scope of Services” can be guaranteed. The decisions, recommendations, and advice of outside counsel will be subject to review and approval by the Sedgwick County Counselor (**Tract 1**) or to the District Attorney (**Tract 2**).

This RFP is divided into two (2) tracts. The first tract (**Tract 1**) concerns “Legal Services for the Collection of Delinquent Personal Property Tax Judgments” and the second tract (**Tract 2**) concerns “Legal Services for the Collection of Uncollected Consumer Protection Judgments.” Responders may choose to respond to both tracts or may choose to respond to only one tract.

Carefully review this Request for Proposal, as it provides specific 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 your proposal response (including Proposal Response Form) and return in a sealed envelope to the Sedgwick County Purchasing Department on or before 1:45 pm CDT, July 21, 2020.

**Late responses will not be accepted and will not receive consideration for final award.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, at the Sedgwick County Board of Bids and Contracts meeting. Because purchases of this nature require the expenditure for public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after acceptance by the County Counselor.

Sincerely,

**Joseph E. Thomas, CPSM, C.P.M.**  
**Director of Purchasing**

JT/ch

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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. 68, 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 for Tract 1**

**TRACT 1**

**LEGAL SERVICES FOR THE COLLECTION OF DELINQUENT  
PERSONAL PROPERTY TAX JUDGMENTS**

Sedgwick County is interested in receiving proposals that provide competent and cost effective legal services in the collection of delinquent personal property tax judgments on behalf of Sedgwick County. K.S.A. 79-2018 authorizes the county to employ attorneys to assist the county in the collection of unpaid personal property tax judgments. Such agreements must be in writing and shall be on a contingent fee basis, but in no event shall the fees and charges for such collections exceed the sum of 50% of the amount collected. The attorney or law firm selected will be responsible for successfully creating and filing the necessary documents, notices and summons necessary to collect on these delinquent personal property tax judgments. A critical part of such collection action is obtaining lawful service of process upon the delinquent taxpayers and timely responding to daily citizen inquiries about those collection actions. Those citizen inquiries will come in the form of daily telephone calls, “walk-ins” and correspondence, as well as legal challenges to the judgment, collection and/or execution of such tax judgment. A critical part of the services herein will be the attorney or law firm’s commitment to vigorously defend legal challenges brought against the judgments themselves and/or the execution of those judgments.

The County Treasurer will initially turn over delinquent personal property tax accounts for the following described tax years. Subsequent years will be turned over annually, generally in January; amounts will vary from year to year.

Tax Year	Item Count	Amount Due (includes fees/interest)
2019	5024	\$810,597.81
2018	2210	\$477,037.58
2017	1697	\$368,125.10
2016	1365	\$301,369.48
2015	1142	\$304,565.74

**III. Scope of Services for Tract 1**

1. Each proposal must contain a statement of the minimum compensation for which the attorney/firm is willing to render service to Sedgwick County, including the amounts and/or method of calculation. Sedgwick County is interested in proposals that will obtain quality service for Sedgwick County at competitive fees. Each firm should provide a contingency fee rate(s) for professional services as follows:
  - a. Drafting demand letters.
  - b. Drafting and filing of all required pleadings, summonses and published notices to effectuate post-judgment actions to collect the debt, i.e. hearings in aid of execution, execution on the judgment, garnishment, attachment, etc.
  - c. Timely responding to taxpayer and attorney phone calls in response to collection actions.
  - d. Drafting and filing all required court orders.
  - e. Defending all motions to set aside personal property tax judgments and any other action against the judgment or execution on said judgment.
  - f. Consulting and assisting Sedgwick County staff in selection of delinquent personal property tax judgments to be included in collection actions.
  - g. Calculating and preparing the appropriate allocation of the monies collected to the personal property tax judgment, treasurer's fees, interest, costs, expenses, and attorney fees.
  - h. Providing ongoing advice and consultation to Sedgwick County staff concerning ad valorem property tax issues.
  - i. Describe any other collection actions you believe were not covered but which you envision using to collect said delinquent personal property tax judgment.

Provide a sufficient number of support staff (with the necessary expertise) within the firm, which staff's time will be dedicated to assisting the successful firm or attorney with all professional services described herein. Each attorney/firm shall employ in-house a special process server. Please state the number of support staff you plan to dedicate to these collection efforts.

2. Timely respond to requests for legal advice as requested from time to time by authorized County staff.
3. Litigation in connection with the collection of delinquent personal property tax judgments on behalf of Sedgwick County including all hearings stemming from said collection activity.
4. Providing monthly reports to the County Counselor on the status of all collection work by the 25<sup>th</sup> of each month.

5. Contingency fee rates for all legal services on the basis of work performed and actual expenses incurred. Include any minimum charges, rates/charges for expenses, i.e. postage, copying, etc., together with a sample billing. (All billing must include a detailed description of the work completed identifying the attorney and expenses.) Further identify any outside firms or persons used by your firm for special work related to collection of delinquent personal property tax judgments and the fee charged by those firms or persons.

The successful firm may be required to meet with Sedgwick County officials as needed for the purpose of evaluation and resolution of collection of said delinquent personal property tax judgments. Such firm will keep Sedgwick County abreast of any changes in pertinent law and the impact of such changes.

#### IV. Background for Tract 2

### TRACT 2

#### LEGAL SERVICES FOR THE COLLECTION OF UNCOLLECTED CONSUMER PROTECTION ACT JUDGMENTS

The Kansas Consumer Protection Act (KCPA) specifically K.S.A 50-632 and K.S.A. 50-636, authorizes the county and Office of the District Attorney for the Eighteenth Judicial District to collect Consumer Protection Judgments. These judgments may include “damages” (hereinafter “restitution”) owed to consumers; “expenses and investigative fees” (hereinafter “expenses”) of the District Attorney; and “civil penalties and contempt penalties” (hereinafter “civil penalties”) paid to the County general fund.

Sedgwick County and the District Attorney are interested in receiving proposals that provide competent and cost effective legal services in the collection of Uncollected Consumer Protection Judgments on behalf of Sedgwick County and the Office of the District Attorney. Such agreements must be in writing and shall be on a contingent fee basis. The contingent fee shall be paid proportionately from the civil penalty and expenses portions collected (i.e. leaving the restitution owed to consumer(s) whole) and in no event shall the fees or such collections exceed the sum of 40% of the total amount collected.

The attorney or law firm selected will be responsible for successfully creating and filing the necessary documents, notices and summons necessary to collect on these Uncollected Consumer Protection Judgments. A critical part of such collection action is obtaining lawful service of process upon the judgment debtors, complying with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., and timely responding to daily citizen inquiries about those collection actions. Those citizen inquiries will come in the form of daily telephone calls, “walk-ins” and correspondence, as well as legal challenges to the judgment, collection and/or execution of such judgment. A critical part of the services herein will be the attorney or law firm’s commitment to vigorously defend legal challenges brought against the judgments themselves and/or the execution of those judgments.

#### V. Scope of Services for Tract 2

1. Each proposal must contain a statement of the minimum compensation for which the attorney/firm is willing to render service to Sedgwick County and the District Attorney, including the amounts and/or method of calculation. Sedgwick County and the District Attorney are interested in proposals that will obtain quality service for Sedgwick County and the District Attorney at competitive fees. Each firm should provide a contingency fee rate(s) for professional services as follows.
  - a. Drafting demand letters.
  - b. Drafting and filing of all required pleadings, summonses and published notices to effectuate post-judgment actions to collect the debt, i.e. hearings in aid of execution, execution on the judgment, garnishment, attachment, etc.
  - c. Timely responding to judgment debtor and attorney phone calls in response to collection actions.
  - d. Drafting and filing all required court orders.
  - e. Defending all motions to set aside said judgments and any other action against the judgment or execution on said judgment.

- f. Consulting and assisting Sedgwick County staff and/or the District Attorney’s staff in selection of Uncollected Consumer Protection Judgments to be included in collection actions.
- g. Calculating interest and preparing the appropriate allocation of the monies collected to the judgment’s restitution, fees, costs, expenses, and civil penalties, and contingent fees. The allocation shall be made first to restitution in full, followed by fees, costs, expenses, and civil penalty proportionately from which the contingency fees will be paid.
- h. Providing ongoing advice and consultation to Sedgwick County and District Attorney staff concerning collecting Uncollected Consumer Protection Judgments.
- i. Describe any other collection actions you believe were not covered but which you envision using to collect said Uncollected Consumer Protection judgments.

The following chart contains a sampling of judgments to be collected.

Case Number	Respondents	Judgment	Amount Paid	Debts	Restitution/Refund	Fines/CO Gen Fund	Inv. Fees	Court Costs
2017-CV-1155	Lucky 7 Used Cars (LLC)	\$ 260,000.00	\$ 0.00	\$ 260,000.00	\$ 0.00	\$ 260,000.00	\$ 0.00	\$ 0.00
2017-CV-1155	Lucky 7 Used Cars (Inds)	\$ 51,433.00	\$ 6,750.00	\$ 36,365.00	\$ 8,318.00	\$ 3,635.00	\$ 2,918.00	\$ 197.00
2017-CV-1133	Adams Auto Sales et al	\$ 526,802.18	\$ 0.00	\$ 481,352.18	\$ 45,450.00	\$ 480,000.00	\$ 1,155.18	\$ 197.00
2017-CV-1805	GP Solutions	\$ 90,447.00	\$ 0.00	\$ 80,447.00	\$ 10,000.00	\$ 80,000.00	\$ 250.00	\$ 197.00
2018-CV-1153	Quality Used Cars LLC	\$ 140,876.75	\$ 0.00	\$ 120,197.00	\$ 20,679.75	\$ 120,000.00	\$ 0.00	\$ 197.00
2019-CV-1132	Chris Goodman/Cust.Carp	\$ 98,497.68	\$ 0.00	\$ 80,377.55	\$ 18,120.13	\$ 80,000.00	\$ 180.55	\$ 197.00

- 2. Provide a sufficient number of support staff (with the necessary expertise) within the firm, which staff’s time will be dedicated to assisting the successful firm or attorney with all professional services described herein. Each attorney/firm shall employ in-house a special process server. Please state the number of support staff you plan to dedicate to these collection efforts.
- 3. Timely respond to requests for legal advice as requested from time to time by authorized county and District Attorney staff.
- 4. Litigation in connection with the collection of Uncollected Consumer Protection Judgments on behalf of the District Attorney and Sedgwick County including all hearings stemming from said collection activity.
- 5. Providing monthly reports to the County Counselor and Office of the District Attorney on the status of all collection work by the 25<sup>th</sup> day of each month.
- 6. Contingency fee rates for all legal services on the basis of work performed and actual expenses incurred. Include any minimum charges, rates/charges for expenses, i.e. postage, copying, etc., together with a sample billing. (All billing must include a detailed description of the work completed identifying the attorney and expenses.) Further identify any outside firms or persons used by your firm for special work related to collection of delinquent personal property tax judgments and the fee charged by those firms or persons.

The successful firm may be required to meet with Sedgwick County officials and the Office of the District Attorney as needed for the purpose of evaluation and resolution of collection of said Uncollected Consumer Protection Act Judgments. Such firm will keep Sedgwick County and the Office of the District Attorney abreast of any changes in pertinent law and the impact of such changes.

The successful firm will be considered an independent contractor and not an employee of the county or District Attorney. However due to the public office and duties of the District Attorney in prosecuting complaints and collecting judgments under the Kansas Consumer Protection Act, it is necessary to stipulate the District Attorney will have the following authority:

1. The District Attorney will have the final authority to accept less than the total amount of judgment against the debtor in final settlement of the case.
2. The District Attorney shall retain veto power over any decisions of outside counsel.

## **VI. Project Objectives**

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide legal services to represent Sedgwick County in collecting Delinquent Personal Property Tax Judgments and Uncollected Consumer Protection Judgments. The following objectives have been identified for this contract:

1. Acquire such 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 such services with the most advantageous overall cost to the county.

## **VII. 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:

Joseph Thomas  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS** are due **NO LATER THAN 1:45 pm CDT, TUESDAY, July 21, 2020**. 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 pm CDT, on the due date. No information other than the respondent’s name will be disclosed at bid opening.

## VIII. Sedgwick County's Responsibilities

- 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 or persons to act as the County Contract Manager with respect to the work to be performed under this contract.

## IX. Proposal Terms

### A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Joseph Thomas at joseph.thomas@sedgwick.gov by 5:00 pm CDT, Tuesday, July 7, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CDT, Tuesday, July 14, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

### B. Minimum Firm Qualifications

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. Proposers shall:

1. Be licensed with the State of Kansas and a member of the Kansas Bar Association.
2. Have at least five (5) years' experience handling civil litigation.
3. Be thoroughly knowledgeable of Kansas law pertaining to collection of debt, and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.
4. Employ in-house a special process server.

### C. Mandatory Requirements

The following Mandatory Requirements must be met by the successful firm:

1. Submit a statement describing the firms' present and projected workload, staffing, and ability to provide prompt, quality legal services at competitive rates.
2. Submit a statement disclosing any current, pending, or potential disciplinary action or malpractice claims or other like proceedings against any partner or associate of your firm.
3. Submit a list of references and any other information that your firm deems relevant and useful to the selection of legal counsel.
4. Submit the name of the lead attorney, and a brief biography of said attorney who will be responsible for handling the County's collection of delinquent personal property tax judgments.
5. Submit a list of clients for whom your firm provides legal services.
6. Disclose any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.



**D. [Evaluation Criteria](#)**

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
a. Demonstrate clearly and completely, your organization’s ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein.	45
b. Meeting minimum qualifications and all mandatory requirements as outlined herein.	25
c. Proposing services described herein with the most advantageous and prudent methodology and costs to the county.	20
d. Provide references for which similar services have been provided in the last three (3) years. Include location, contact person, telephone number, length of contract, and any other pertinent information related to this type of project.	10
<b>Total Points</b>	<b>100</b>

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- A. \$38,000.00 divided by \$50,000.00 =.76                      .76\*10                      7.6 points
- B. \$38,000.00 divided by \$38,000.00 =1.00                      1.00\*10                      10 points
- C. \$38,000.00 divided by \$49,000.00= .77                      .77\*10                      7.7 points

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.

**E. [Request for Proposal Timeline](#)**

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

Distribution of Request for Proposal to interested parties	<b>June 29, 2020</b>
Questions and clarifications submitted in writing by 5:00 pm CDT	<b>July 7, 2020</b>
Addendum Issued by 5:00 pm CDT	<b>July 14, 2020</b>
Sealed Proposal due before 1:45 pm CDT	<b>July 21, 2020</b>
Evaluation Period	<b>July 21, 2020 – August 7, 2020</b>
Board of Bids and Contracts Recommendation	<b>August 13, 2020</b>
Board of County Commission Award	<b>August 19, 2020</b>

F. [Contract Period and Payment Terms](#)

A contractual period for services will be for two (2) years with three (3) one (1) year options to renew except that the successful firm may be required to provide certain services beyond this contractual period as defined and required by the Scope of Services above, including, but not limited to, defending actions to set aside the judgments or otherwise challenging the validity of any action taken in the collection of said judgments handled by the successful firm.

If through any cause, the successful firm shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the county and the District Attorney shall thereupon have the right to terminate this contract, by giving a 30-day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

Additionally, the county and the District Attorney reserves the right to terminate the contract for convenience at any time during the contract period, by giving 30-day written notice. In the event of such termination for convenience, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

**Payment Terms**

Payment for all specified services to the successful firm(s) will be made as follows:

Successful firm(s) will be paid for all services and expenses proportionately from the civil penalty and expenses portions collected from the Consumer Protection Judgments at the end of each month. Payment to the successful firm(s) is also contingent upon and subject to, all other vendors, such as newspaper publishers being paid in full from said monies.

For any services outside the scope of the Scope of Services, the successful firm(s) shall provide monthly invoicing including an itemized statement.

G. [Insurance Requirements](#)

**The Firm shall be responsible for maintaining malpractice insurance coverage in force for the life of this contract and shall provide in the response to this proposal the amount of such coverage.**

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, 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.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input type="checkbox"/> <b>Required</b> / <input checked="" type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

***Special Risks or Circumstances:***

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

**H. 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.

I. 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.

J. Terms and Conditions

Proposal Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

X. Required Response Content

All proposal submissions shall include the following:

1. Provide a synopsis of your proposal describing how it fulfills Sedgwick County's program concept, requirements, and goals.
2. Provide a statement of the respondent's background, experience, and understanding of the services required.
3. Identify the staff, along with their qualifications, who would be providing services to Sedgwick County and the Office of the District Attorney. Include two (2) references from this individual's prior experience.
4. Identify any outside firms used by your firm for special investigations, etc., and the fee charged by these agencies.
5. Submit a statement describing your firm's present and projected workload, staffing, and ability to provide prompt, quality legal services at competitive rates.
6. Submit a statement disclosing any current, pending, or potential disciplinary action or malpractice claims or other like proceedings against any partner or associate of your firm.
7. Describe any characteristics or capabilities, which may make your firm uniquely qualified to provide the services to Sedgwick County and the Office of the District Attorney.
8. Identify at least four (4) references including the organization, address, contact person, phone number, date of services, and scope of services.
9. Any additional information necessary to assist Sedgwick County in evaluating your proposal may also be submitted.
10. Those responses that do not include all required forms/items may be deemed non-responsive.

**XI. Response Form**

**REQUEST FOR PROPOSAL**

**RFP #20-0038**

**LEGAL SERVICES FOR THE COLLECTION OF DELINQUENT PERSONAL PROPERTY TAX  
JUDGMENTS AND UNCOLLECTED CONSUMER PROTECTION JUDGMENTS**

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 \_\_\_\_\_

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 \_\_\_\_\_