



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

Purchasing Department

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

Phone: 316 660-7255 Fax: 316 660-1839

[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
RFP #22-0011
PUBLICATION OF LEGAL NOTICES**

February 7, 2022

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Publication of Legal Notices. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CST, March 1, 2022.

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

Sincerely,

A handwritten signature in cursive script that reads "Jaimee Witmer".

**Jaimee Witmer
Purchasing Agent**

JW/ch/ks

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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

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 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 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

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

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

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide legal publication services. The following objectives have been identified for this contract:

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

IV. Submittals

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

Jaimee Witmer
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, March 1, 2022**. 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. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

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

V. Scope of Work

Items listed in this section are requirements to completion of services under this contract.

A. Official County Newspaper Publications

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

B. Sedgwick County Treasurer Publications

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

VI. 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 to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Jaimee Witmer at Jaimee.Witmer@Sedgwick.Gov by 5:00 pm CST, Monday, February 14, 2022. 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 CST, Monday, February 21, 2022. 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. Have a minimum of three (3) years' experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. 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.
4. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.

C. [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. Number and quality of references	20
B. Ability to meet scope of work	20
C. Publication frequency and number of subscribers	20
D. Years of experience	20
E. Cost	20
Total Points	100

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.

D. [Request for Proposal Timeline](#)

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

Distribution of Request for Proposal to interested parties	February 7, 2022
Questions and clarifications submitted in writing by 5:00 pm CST	February 14, 2022
Addendum Issued by 5:00 pm CST	February 21, 2022
Sealed Proposal due before 1:45 pm CST	March 1, 2022
Evaluation Period	March 2, 2022 - March 22, 2022
Board of Bids and Contracts Recommendation	March 31, 2022
Board of County Commission Award	April 6, 2022

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 for a period of three (3) years with two (2) one (1) year options to renew.

County 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

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

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.

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

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. 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.

I. 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>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. State percentage of circulation sold to subscribers and what basis, daily, weekly, monthly, annually.
3. State your frequency of publication.
4. State your average total circulation, daily, weekly.
5. State your general legal publication specifications, Point Size, Pica Width.
6. State your weekly/daily publication deadlines.
7. State your desired email address to which all notifications will be sent.
8. The firm's relevant experience, notably experience working with government agencies.
9. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
10. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
11. 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.
12. Proof of insurance meeting minimum insurance requirements as designated herein.
13. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

**REQUEST FOR PROPOSAL
RFP #22-0011
PUBLICATION OF LEGAL NOTICES**

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

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

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 RFB/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 .

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 _____

**PROPOSAL RESPONSE FORM
#22-0011
PUBLICATION OF LEGAL NOTICES**

Print Publication Cost	
\$	Per line "Official County Newspaper" (estimated 100,000 lines annually)
\$	Per line Delinquent Personal Property Tax (published once each year with an estimated 3,500 entries x 3 consecutive weeks)
\$	Per line Delinquent Real Estate Tax (published once each year with an estimated 16,000 entries x 3 consecutive weeks)
\$	Per line Publication of Levy (published once each year with an estimated 165 entries x 3 consecutive weeks)
\$	Per line Treasurer's Fund Balances (estimated 50 entries x quarterly)
\$	Per line Notice of Suit (published once each year with an estimated 12,600 entries x 3 consecutive weeks)
\$	Per line Notice of Sale (published once each year with an estimated 8,000 entries x 3 consecutive weeks)
\$	Per Affidavit of Publication

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

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