

MS 5.20.10

TERM AND SUPPLY CONTRACT

1.) This Term and Supply Contract is between Jackson County, Missouri ("County") and The Mail Company, d/b/a Strahm Automation & Mailing Service ("Strahm"), collectively referred to as the "parties". The term "offer" as used herein refers to Strahm's offer made in response to County's Request for Proposal Number 50-09. The parties agree as follows in consideration of the mutual covenants contained herein:

2.) This Contract consists of the terms and conditions set out hereafter, and: (1) County's Request for Proposal Number 50-09; (2) Strahm's offer, including those papers which Strahm submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; and (3) Resolution #17240, April 12, 2010 of the County Legislature of Jackson County, Missouri awarding this twelve month term and supply contract to Strahm. This Contract represents the entire agreement between the parties in regard to the Request for Proposal. All modifications to this Contract must be in writing signed by the County's Director of Finance.

3.) This Contract shall be binding when it is signed by the County's Director of Finance and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith. This Contract may be extended three (3) times for twelve (12) months by option and agreement of the parties. An extension shall not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term have been approved by the County Legislature. The County reserves the right to terminate this Contract for any reason upon at least fourteen (14) days written notice to Strahm.

4.) The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. Strahm shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Strahm is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such result proximately from the negligence or violation of Strahm or its employees, agents or subcontractor.

5.) In regard to any goods which are included in the sale hereunder, Strahm makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

6.) The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Strahm to any persons who did not present to Strahm at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

FILED

MAY 05 2010

MARY JO SPINO
COUNTY CLERK

7.) The County will pay to Strahm the applicable pricing quoted by Strahm in its offer for any goods and/or services provided. The County will make good faith effort to make payment within thirty (30) days after the date when the receiving department has received from Strahm a correct and complete invoice setting out the goods and/or services provided during the invoice period. Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from Strahm's non-performance of any of its duties required hereunder.

8.) Strahm warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

THE MAIL COMPANY
d/b/a STRAHM AUTOMATION & MAILING SERVICE

By: BLL

Date: 5-3-10

Title: PRES

JACKSON COUNTY, MISSOURI

By: [Signature]
DIRECTOR OF FINANCE

Date: May 5, 2010

APPROVED AS TO FORM
[Signature]
COUNTY COUNSELOR

ATTEST:
Mary Spino
CLERK OF COUNTY LEGISLATURE

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A **RESOLUTION** awarding a twelve (12) month term and supply contract with three (3) twelve (12) month extension options for the furnishing of mail services for use by the Office Services Division of the Finance and Purchasing Department to Strahm Automation and Mailing Services of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 50-09.

RESOLUTION #17240, April 12, 2010

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Office Services Division of the Finance and Purchasing Department has a need for a term and supply contract for mail services; and,

WHEREAS, Invitation to Bid No. 50-09 was issued by the County as a cooperative bid along with the 16th Judicial Court of Jackson County, the City of Kansas City, Missouri and the School District of Kansas City, Missouri; and,

WHEREAS, a total of ten (10) notifications were distributed and four responses received, one of which was deemed nonresponsive, with the three responsive bids evaluated as follows:

	Items 01-31	Evaluation Points
Strahm Automation Kansas City, MO	\$55.25	764
Stampede Mailing Lenexa, KS	\$54.89	642
KC Presort Kansas City, KS	\$56.264	493

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve (12) month term and supply contract with three (3) twelve (12) month extension options for the furnishing of mail services for use by the Office Services Division of the Finance and Purchasing Department to Strahm Automation and Mailing Services of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 50-09 as the best overall bid; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award including any and all future extensions; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Patricia Sellen
Deputy/Assistant County Counselor

Jim C. Snyder
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17240 of April 12, 2010 was duly passed on April 19, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

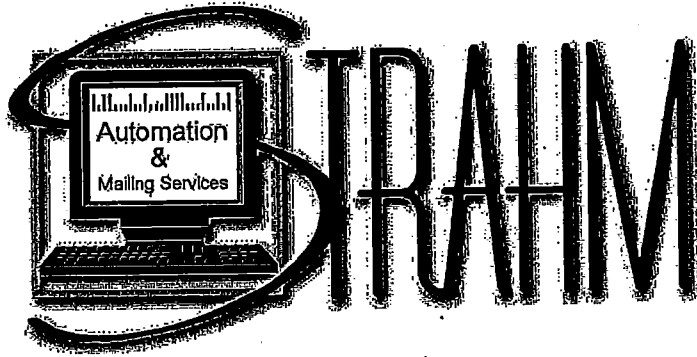
4-19-10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

April 7, 2010
Date

Steve Thomas
Director of Finance and Purchasing



Strahm Automation and Mailing Services

Proposal for: Jackson County, Missouri; the 16th
Judicial Courts of Jackson County, Missouri; The
City of Kansas City, Missouri; and the School
District of Kansas City, Missouri

Request for Proposals No. 50-09

Proposal Dated February 2, 2010

PURCHASING DEPARTMENT
Room G-1, Ground Floor
Jackson County Courthouse
415 E. 12th Street
Kansas City, MO 64106



February 2, 2010

Jackson County, Missouri
The 16th Judicial Courts of Jackson County, Missouri;
The City of Kansas City, Missouri
The School District of Kansas City, Missouri

Dear Committee,

Thank you for the opportunity to propose a solution for your mailing requirements. Strahm is uniquely qualified to meet or exceed all of your requirements. Strahm is the only vendor located in the City, County and school district. We offer *so much more* than just a "presort company" or "delivery consolidator". We are a solutions provider. Our attention to detail and process insures your success. With five programmers on staff we use *technology* to facilitate and insure the quality of everything we do. Strahm has *redundancy* and *financial stability*. *Multiple machines, cross trained staff, onsite generator, onsite USPS verifiers* these are just of a few of the advantages Strahm has over our competition. All this provided by one vendor. We're serious about your mail. One contact for all your mailing needs presort, special projects and mailing expertise. We will be there.

We look forward to continuing our existing relationships and building new ones. Thank you.

Sincerely;
Your Strahm team



Proposal Part I – Business Profile and Legal Structure

The Mail Company DBA Strahm Automation and Mailing
1700 Broadway
Kansas City, MO 64108
(816) 756-2733
(816) 756-0028 FAX
Federal ID# 431 701 496
www.strahm.com

Corporate Overview

Strahm was founded in 1913. Strahm is a tightly held private corporation. The current shareholders are only the third set since 1913. Strahm Automation is a DBA, legally Strahm is The Mail Company DBA Strahm Automation and Mailing Services, a Missouri S Corporation.

Strahm has one facility located in the State of Missouri, City of Kansas City, and within the boundaries of the KCMO School District.

Strahm has capabilities including, but not limited to, the following:

Document Composer

- Document and Database Manipulation
- Document recomposition
 - Hard copy to digital
 - Digital to digital format change
 - Document value adding
- Database cleansing
- Database mail preparation
- Custom programming
- Document imaging and digital document delivery
- Web based job initiation, development and tracking

Document Manufacturing

- Document Imaging
 - Hard Copy
 - B&W laser printing
 - Color laser printing
 - Inkjet addressing



Digital

Digital document viewing, delivery, retrieval and printing

Document Handling

Lettershop (folding, cutting, inserting, matching, perfering, scoring)

Presort

Metering of outgoing mail

Co-mingle mail for best postage pricing including letter and flat size mail

Document Delivery

Hard copy

Mail

Other distribution

Digital

Media

Web based viewing, retrieving or receiving

Strahm has 65 employees and operates 24x6. Strahm has one manufacturing location in Kansas City. All materials are produced within the State of Missouri, City of Kansas City.

Strahm is a private corporation. Strahm Automation is a DBA, legally Strahm is The Mail Company DBA Strahm Automation and Mailing Services, a Missouri S Corporation.

Strahm has a proven track record with the City and County of providing similar services. Strahm is bondable and is willing to supply a letter of credit through UMB for protection of postage escrow. The cost of bonding or letter of credit will be born by the entity requesting it.

Strahm has never failed to complete work for which a contract was issued.

Strahm has no civil or criminal actions pending against the business or any key personnel that is related in any way to contracting. There are no current unresolved disputes/allegations.

In the past five (5) years, Strahm has not had any contractual litigation, arbitration or mediation that is relevant to this contract.

Strahm has never been disqualified from working for any public entity.

Strahm has no history of bankruptcy.

Strahm is in good standing with the State of Missouri. See required documents.



Proposal Part II – Experience

City of Kansas City
Mailing Services City Wide
Contract # EV0539
April 2008 – April 2010

The core team assigned this account include Brian Dicker (president), Kimberly Tarpley (account manager), Janeen Lane (Mail Service Center), Chris Perkins (metering and presort services), Clinton Darnell (data programming/processing), Brian McDonald (production including print and lettershop), and Terry Crawford (quality control).

Contract includes daily pick up of City of Kansas City incoming mail from USPS located at 300 West Pershing Ave mail distribution center, sorting of all incoming mail and packages to City Hall Mail Service Center mailboxes; pick up of all City Hall outgoing mail for return to Strahm for postage metering and presort service, daily route pick ups of outgoing mail from designated outlying offices.

There are also ad hoc services for printing, folding, inkjetting, inserting and mailing of special projects.

Strahm was originally contracted in April 2008 and will be completed in April 2010. The total amount of the contract to date is \$193,150.00 for services and \$428,746.20 for postage.

Richard Kreitzer
Richard_Kreitzer@kcmo.org
(816) 784-6013 Office
(816) 335-5863 Cell

Strahm entered into this contract in April 2008 and started with a team of three people on site at City Hall to organize and revamp the Mail Service Center. Best practices were determined and defined for sorting mail; accepting, tracking and releasing inbound packages from couriers (UPS, FedEx, etc); and compiling outgoing mail for return to Strahm for metering and presorting. These best practices continue to be reviewed and refined as business needs change at City Hall. Ultimately, one full time Strahm employee was assigned to staff the City Hall Mail Service Center.

Strahm retrieves all outgoing City Hall mail at approximately 4:00PM daily. This mail is staged with Strahm provided presort tickets designating which department should be billed for the metering/presort service. Mail is posted same day and presented to USPS.



Strahm worked directly with Rich Kreitzer to determine a daily pick up route for outlying departments and offices. Two Strahm employees are trained to drive this route for continuity in customer contact.

The cost for manning the Mail Service Center is \$5,000.00 per month. The cost of the Daily Route is \$95.00 for a total of 13 stops per day, with an additional \$10.00 per stop for additional pick ups. The cost for metering (applying postage) outgoing mail is \$0.02 per letter and \$0.06 per flat. Presorting outgoing mail is \$0.01 per letter and \$0.32 for flats.

City of Lee's Summit

Mailing Services City Wide
Pick Up, Presort and Mailing of Outgoing Mail
Contract # 10-021

The core team assigned this account include Brian Dicker (president), Kim Fawcett (customer service representative), Chris Perkins (metering and presort services).

Contract includes daily pick up of all outgoing mail; sealing, sorting, metering and presentation to USPS of outgoing mail. Letter, flat and certified mail is handled. Presort tickets are provided for bill-back to 22 departments.

Strahm was originally contracted in November 2002 and has held consecutive contracts with the City of Lee's Summit for their City Wide Mailing Services since that time.

Christa Battaglia, Procurement Officer

Christa.battaglia@cityofls.net

(816) 969-1080 office

(816) 969-1081 fax

The total dollar amount of this contract is \$72,040.00. Metering, sorting and presentation of mail is \$0.025 per piece. Postage is billed at \$0.394 for one ounce letters and \$0.704 for 3 ounce flats.

City of Overland Park, KS

Mail Processing Agreement
Pick Up, Presort and Mailing of Outgoing Mail

The core team assigned this account include Brian Dicker (president), Denise Olson (account manager), Kim Fawcett (customer service representative), Chris Perkins (metering and presort services).



Contract includes daily pick up of all outgoing mail; sealing, sorting, metering and presentation to USPS of outgoing mail. Letter, flat and certified mail is handled.

Strahm was contracted in April 2009.

Melissa Tolson
melissa.tolson@opkansas.org
(913) 895-6000 office

Metering of letter size mail is \$0.02 per piece. One ounce letter mail is metered at \$0.394 per piece. Metering for flat size mail is \$0.08 per piece with the postage metered at the 5 digit rate equivalent to the weight of the flat.

City of Kansas City, MO
Insertion and Mailing Services for Municipal Court Tickets
Contract # PA4539

The core team assigned this account include Brian Dicker (president), Kimberly Tarpley (account manager), Chris Perkins (metering and presort services), Brian McDonald (printing/folding/inserting lettershop services) and Terry Crawford (quality assurance).

Contract includes daily pick up of all warrants and summons from Municipal Court IT; folding, inserting, sealing, sorting, metering and presentation to USPS of outgoing mail.

Strahm was contracted in April 2004 and renewed through May 31, 2008 until the contract EV0539 superseded.

Donna Williford
donna._williford@kcmo.org
(816) 513-1593 office
(816) 513-1156 fax

Folding of warrants/summons is billed at \$0.025 per piece. Inserting is also \$0.025 per piece. Metering is \$0.02 per piece as is presort processing. Postage is billed at \$0.382 per piece.



City of Blue Springs, MO
Printing and Mailing of City Utility Bills
Contract # 95-2008

The core team assigned this account include Brian Dicker (president), Denise Olson (account manager), Chris Perkins (metering and presort services), Brian McDonald (printing/folding/inserting lettershop services) and Terry Crawford (quality assurance).

Contract includes redesign of City utility bill; redesign to allow for lockbox processing reducing timeline for deposit of funds into the City's accounts. Strahm to print and mail all City utility bills.

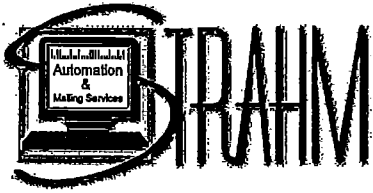
Strahm was contracted in October 2008 and renewed through November 2011. Contract is \$39,822.75

Beth Overstreet
boverstreet@bluespringsgov.com
(816) 228-0136 office

Acceptance of City of Blue Springs file transfer in four weekly cycles to include utility bills and shut-off notices. Strahm to provide proofs for viewing. Processing of all files, laser printing and mailing within 24 hours of receiving files.



Contract	Dollar	Scope of	Contract	Contact	Email Address	Cell	Telephone
	Amount	Services	Terms	Person		Number	Number
City of Kansas City, MO	\$650,000.00	Pick up mail; sort to mail boxes, staff mail room; fold/insert; meter; presort		Richard Kreitzer	Richard_kreitzer@kcmo.org	(816) 335-5863	(816) 784-6013
City of Lee's Summit, MO	\$72,040.00	Pick up of mail, meter, presort		Christa Battaglia	Christa.battaglia@cityofls.net	N/A	(816) 969-1080
City of Overland Park, KS	Variable dependent on quantity of mail	Pick up of mail, meter, presort		Melissa Tolson	Melissa.tolson@opkansas.org	N/A	(913) 895-6000
City of Kansas City, MO Municipal Court	Variable dependent on quantity of mail	Fold, insert, mail		Donna Williford	Donna_williford@kcmo.org	N/A	(816) 513-1593
City of Blue Springs, MO	\$39,822.75	Data process, print, daily mailing		Beth Overstreet	boverstreet@bluespringsgov.com	N/A	(816) 228-0136
City of Kansas City, MO Water Services	\$3,869,725.00	Data process, print, daily mailing		Orlivea Williams	Orlivea_williams@kcmo.org	N/A	(816) 513-0515
City of Columbia, MO	\$135,000.00	Data process, print, daily mailing		B.J. Powers	bj@gocolumbiamo.com	N/A	(573) 874-7386
Jackson County, MO	\$12,000.00	Print and mail of 2010 Property declarations		Teddy Ballard	tballard@jacksongov.org	N/A	(816) 881-3465



City of Crystal Lake, IL	\$20,000.00	Printing and mailing of utility bills		Laura Herrig	lherrig@crystallake.org	N/A	(815) 459-2020
Clay County, MO	\$25,000.00	Printing and mailing of Tax Statements		Gery Hochanadel II	ghochanadel@claycogov.com	N/A	(816) 407-3203

Most Recent and Relevant Contract can be found at the end of this proposal with required documents.



PROPOSAL PART III – PERSONNEL

Strahm produces 24/6 with a staff of 65. More important than our staff capacity would be our machine capacity.

The key employees assigned to this contract would be Janeen Lane (onsite staff at City Hall), Brian Dicker (president), Kimberly Tarpley (account manager), Diana Gummersheimer (customer service representative), Chris Perkins (metering and presort services), Brian McDonald (production including print and lettershop), Terry Crawford (quality control), and Grant Strieby (transportation manager). All of our key personnel are Mail Quality Certified through the USPS. This certification is updated every 2 years.

Brian Dicker – President

Brian has been president of Strahm Automation since 1995. Brian is a member of the PCC and past PCC chair. Brian is on the board of the presort advisory committee for Bowe Bell and Howell. Prior to Strahm Brian worked for Xerox Corporation for 10 years.

Janeen Lane – Mail Service Center manager

Janeen has been employed with Strahm Automation for 2.5 years. She has managed the day to day operation of the Mail Service Center located at City Hall for the last 1.5 years. Janeen has been in the printing and mailing industry for over 20 years. She has a variety of experience including document design, database management, setup and operation of high speed digital laser printers and bindery areas. Janeen is 100% committed to the City of Kansas City on-site account. Janeen resides in Shawnee, KS.

Kimberly Tarpley – Account Manager

Kimberly has been employed with Strahm Automation for 3 years as an Account Manager. She has managed the City of Kansas City account the entire duration of her employment with Strahm. Kimberly has a strong background in printing and mailing, focusing on educating and advising clients on the best mail practices to reduce budget costs. Kimberly also provides Quarterly Business Reviews so clients have a complete understanding of where their mail budgets can be improved. Estimated time commitment for this contract is 50%. Kimberly resides in Kansas City, MO.

Diana Gummersheimer – Customer Service Representative

Diana has been employed with Strahm Automation for 1.5 years. She has 16 years of customer service experience with 4.5 years of mailing industry experience. She is the direct liaison between customers and our production staff. Diana is the dedicated CSR for the City of Kansas City, 20% of her time will be committed to this contract. She resides in Overland Park, KS.



Brian MacDonald – Operations Manager

Brian has been in the printing/mailing industry since 1982 and has been employed as a production supervisor most of that time. Brian has been employed with Strahm for 4 years. Brian will spend up to 99% of his time on other accounts. He resides in Kansas City, MO.

Chris Perkins – Metering and Presort Service Manager

Chris has been employed with Strahm Automation for 8 years. He has been the manager of our presort services department for 7 years and was in Quality Control for 1 year. Chris' time commitment to other accounts is 95%. Chris resides in Kansas City, MO.

Terry Crawford – Quality Control Manager

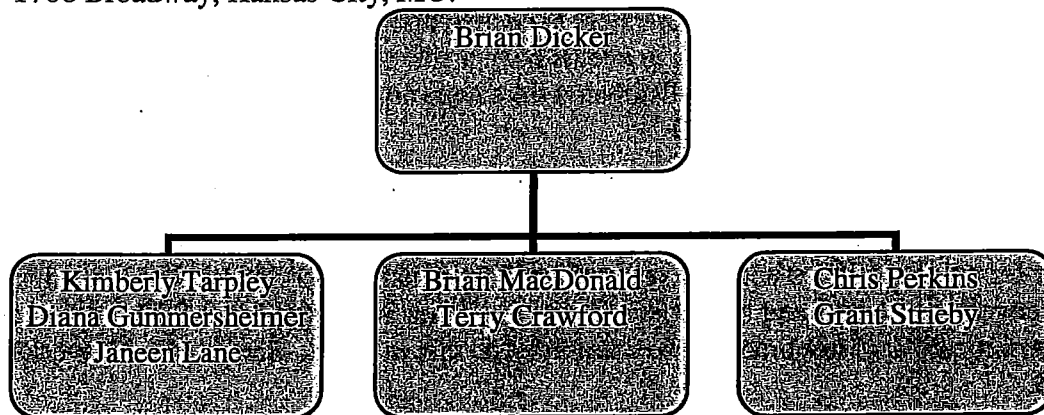
Terry has 15 years experience in the mailing industry, including working directly for the USPS. We expect that Terry will be committed to other accounts 90% of the time. She has been employed with Strahm for 2.5 years and resides in Paola, KS.

Grant Strieby – Transportation Manager

Grant has been employed with Strahm Automation for 12 years. He is responsible for all delivery routes and delivery personnel as well as facility management. Estimated time commitment to other accounts is 80%. Grant resides in Kansas City, MO.

Because we are flexible in our work and management approach, we have redundancies in our production staffing. All co-workers are cross trained within their own departments and the majority are cross trained across multiple production areas. Vacations, illness and absences are therefore covered by use of cross trained employees. There are three employees trained to manage the Mail Service Center at City Hall. Loss of key employees would be seamless to the client.

With the exception of Janeen Lane, who will always be assigned to the City Hall Mail Service Center for continuity, all other employees will be located at our production facility at 1700 Broadway, Kansas City, MO.





Proposal Part IV – Project Approach

It is the intention of all three entities to pool their mail needs in order to realize greatest efficiencies and cost savings across an entire mail service program.

Strahm Automation's understanding of the specifications and duties for all three entities includes daily pick up of outgoing mail from designated locations, metering of that mail dated same day and presentation to USPS for mailing. Strahm will supply all outgoing mail trays/tubs and bags to each pick up location as well as pre-barcode transmittal slips for bill back to appropriate departments for each entity. Metering and presort service will include First Class letters, Standard letters, First Class flats, First Class postcards, certified mail, restricted mail, signature and delivery confirmation mail, small packages and pre-metered envelopes. Total volume, all three entities, for outgoing mail is estimated to be 1,306,000 pieces annually. All metering and presort services will take place at the Strahm facility, 1700 Broadway.

All three entities may have special projects which could include, but not be limited to, duplicating (laser printing), label printing, folding/stuffing and sealing envelopes, receiving data lists via internet, CASS certification and presort of data provided. Our standard procedure is for Strahm to provide proofs to the customer prior to production of any job.

Confirmed Delivery Service is another process that interests all three entities as an alternative to Certified Mail, UPS and FedEx.

Weekly activity reports, monthly summary reports and a quarterly business review are requirements for each entity. Customer service is provided at no charge Monday – Friday 8AM until 5PM. Phone numbers will be provided for contact with production after hours. There will be one Customer Service Representative and one Account Manager dedicated to this project.

Custom mail information seminars will be provided at no cost to any entity. Seminars are intended to increase client postal knowledge in effort to create efficiencies and decrease postage costs.

In addition to the scope of services outlined above, City of Kansas City has interest in a broader, deeper mail program. This includes on site personnel support of City Hall Mail Service Center from the hours of 8AM – 5PM Monday through Friday with a lunch break from 12PM – 1PM daily.

On site personnel has authority to resolve any customer service issues and is free to escalate to account manager or Strahm management as needed.



Between 8AM and 9AM daily, incoming mail will be retrieved from USPS at 300 West Pershing, Kansas City, Missouri for delivery to City Hall Mail Service Center for sorting. Upon arrival at City Hall, all incoming mail will be scanned through City Hall X-Ray equipment to determine any suspicious packages. Suspicious packages will be immediately turned over to Security Services.

All incoming mail will be sorted to department level and placed in City Hall Mail Box system. Any mail incorrectly or ambiguously addressed will be considered Research Mail. On site personnel will use City Hall personnel directory to determine where and to whom this mail should be sorted. Research Mail should be completed within 24 hours of receipt.

All parcels and courier packages (UPS, FedEx and Certified Mail) will be logged in and held in secure mail room location until signed for and claimed by recipient. A log of carrier, date/time received, tracking number and recipient will be maintained in the City Hall Mail Service Center.

Outgoing mail will be collected and staged with departmental transmittal slip for monthly bill back by department. Mail will be picked up and returned to Strahm facility for metering and presort services. Meter date will be same day as pick up date.

Any outgoing Express or Parcel mail (UPS, FedEx, DHL) will be accepted in City Hall Mail Service Center and sent out same day unless otherwise instructed by sender. A log of all shipments made will be maintained in mail room.

Strahm customer service will assist in monitoring the City 1055 permit for postage funds available for mailings using such permit.

Strahm operates as a "one stop shop" for many of our clients. We handle everything from receipt and manipulation of information for variable data output, to high speed black and white and color printing, to a full array of bindery services. We own all of our own equipment, keeping robust maintenance contracts to reduce down time, and some of our own certified machine maintenance on staff. In the presort services area Strahm has our own onsite USPS verifier and MERLIN. This allows us the luxury of taking as much time as necessary to presort and present our mail to USPS, instead of the requirement that mail be presented at the Business Mail Entry Unit by 7PM. All completed mail is picked up at our dock by USPS trucks.

At Strahm, quality of process and service is at the forefront of everything we do. As much as possible we have single points of contact throughout production and presort processing to ensure continuity and knowledge of the customer account. Because we are a "flat" organization, escalation of any question or quality issue is quickly resolved. We have two full time Quality Control personnel and access to departmental managers throughout all shifts.



This is directly from Strahm's Standard Operating Procedures manual which is required for all personnel. This relates only to presort processing as that service is bulk of RFP request.

PRESORT DEPARTMENT

Start Up Procedures

1. Boot up server by using posted directions located at server (Monday only, the server remains on through the week).
2. Bring up all machines by using posted directions located at each machine.
3. Check to see that all printers are turned on.
4. Do a visual check on make-up lines for ink back-up.
5. Clean all print heads by using posted directions at printers. (Clean **all** print heads for each machine).
6. Perform daily pm following the maintenance log and initial all sections you have covered.

Run Procedures

1. Choose a scheme according to the type of mail you are running.
2. When beginning a new mailing, check the barcode.
 - a. Run one piece of mail
 - b. Look over the piece with the naked eye. Look for skews, smears, flags, tilts and possible spacing problems.
 - c. Using a template, check the location of the barcode.
 - d. Using a reticule, check the height and bar tilt within the barcode.
 - e. If barcodes are good run no less than 20 pieces and follow the above steps again.
3. Check that mail has been released from upstairs or that it has an outside scan ticket.
DO NOT RUN MAIL WITHOUT A COMPLETED RELEASE FORM AND SCAN TICKET. Immediately bring this to the attention of your supervisor if these two forms are not included.
4. Operator should check the following items when running clients mail.
 - a. Correct postage amount
 - b. Correct date
 - c. Meter impressions and slug imprint is visible
 - d. Sealed/stuck mail
 - e. Barcode free zone infringements
5. Scan the pick up ticket.
6. Check mail to be sure you have the correct mail-stream and that the postage amount on the mail-stream matches postage on the piece.



7. Check that tray counts match pick up ticket.
8. Reset your counter so that you can write the piece count on the pick up ticket.
9. Begin running mail
10. While you are running mail the following steps must be followed
 - a. Look for unsealed envelopes
 - b. Mail sticking together
 - c. Short pay
 - d. Meter/permit imprint readable
 - e. Trays do not have any old tags and the tag holders are in good condition
11. Always run mail the 1st time through on 11th digit only. Only supervisors can over ride this.
12. After mail has run 1 time through, write the count on the pick up ticket. If count does not match, bring it to the attention of your supervisor.
13. Pull rejects and run them on 5 & 11.
14. When moving to the next client/mailstream, work steps 3 through 17.
15. Sweepers should be checking mail for the following.
 - a. Check barcode for accuracy and compliance
 - b. Suspected underpaid pieces
 - c. Incorrect or improper endorsements
 - d. Unreadable or incorrect meter impressions
 - e. Unsealed or open mail or mail sticking together
 - f. Barcode free zone infringements
 - g. Double Feeding
 - h. Mis-sorted Pieces
 - i. Trays do not have any old tags and the tag holders are in good condition
16. When a bin fills up, write the number of the bin on a tag and insert it into the tray tag holder. The only variation from this would be a 5 digit bin where you can insert the correct tray tag, sleeve and send down the line for banding/sorting.
17. When 1st pass is finished operator will analyze and breakdown will begin. A zip to bin audit is performed to ensure that all mail was sorted properly during first pass.
18. Tag all finalized mail and send down the line for banding/sorting.
19. Pull all mail for second pass according to the group it belongs in.
20. Once mail is removed from the machine a zip code to bin check is performed to ensure all mail was sorted to the correct bin on first pass.
21. Run 2nd pass tagging all remaining mail.
22. Operator will print three tray audit reports
 - a. Two tray audit reports for the first pass.
 - a. The third will be for second pass.
23. Quality will utilize information from the tray audit reports to check and verify correct mail is in each designated tray.
23. Sleeve, band, and sort onto postal equipment in accordance with postal presort bureau logistic charts.
24. Operator will complete paperwork and set on top of skid.



25. Operator will write job#, and 1 of 1, 1 of 2 or whatever applies to each skid.
26. Mail will be staged and await verification in the mail staging area.
27. After verification, shrink wrap skids and load onto USPS trailer.
28. Set machine up for next mailing
29. Restock trays and sleeves

Accepting and Staging Mail from Dock

1. Designated employee should respond to mail delivery light as soon as it is turned on. **(NO MAIL SHOULD EVER SIT ON DOCK UNATTENDED)**
2. Material handler verifies customer presort ticket and tray count.
3. Mail is sorted by Machine/Meter needs.
3. Transport mail to hold area where it will await quality check.
4. After quality has released the mail, move it to its correct destination.
5. Once mail is checked by quality (see steps below) it is flagged with appropriate flag.
 - a. Green "Release to Processing"-if all is well with quality
 - b. Purple "Jobs on Hold"-if it does not pass. This mail will be staged in the re-work area.
6. Before mail can be moved to next area, mail must be checked for appropriate flag.

√ Quality Check for Incoming mail

1. Legible meter impression
2. Correct date
3. Correct rate
4. Meter or permit #
5. Unsealed or sticking mail
6. Underpaid mail
7. Necessary endorsements
8. Barcode-free zone

Again, because we are a flat, flexible organization we will work with each entity to determine a start date for the program. Because we have redundancies in staff expertise we can quickly and easily adjust to client needs.

Strahm is the current vendor for the City of Kansas City and will require no transition plan. The transition for Jackson County, 16th Judicial Courts and the School District would include determining, planning and driving pick up/delivery routes for efficiencies and preparing pre-barcode transmittal slips for departmental outgoing mail.



Laser Printers

- (3) Xerox 6180's Laser printers including highlight color (black plus either red, blue or green)
- (2) Xerox 4635 Laser printer's one with MICR
- (1) Xerox DP 75/65 lasers
- (1) Xerox Nuvera 120
- (1) OCE 10040 Continuous Laser Printer- roll to cut sheet 4 color
- (1) Xerox iGen Full Color Digital Printer – sheet sizes to 17.3” x 22”

Inserters

- (3) Bell and Howell Mailstar 500's all have intelligence w/ selective feed/fold/insert-inline meters
- (2) Bell and Howell Mailstar 400's (2) have intelligence w/ selective feed/fold/insert/inline meters
- (1) Mailcrafter inserter
- (1) Pitney Bowe's intelligent Master mailer inserter w/ selective feed/fold/inserter w/ inline meters
- (1) Phillipsburg 8 station Master mailer

Inkjet Printers

- (2) Kirk Rudy Bases w/ (2) Scitex 5240's with tabbing and stamping on each

Folders

- (3) MBO folders (1) with right angle
- (1) Baum Folders (1) with right angle
- (1) PS 600 Folder
- (1) Booklet maker- Horizon ACF-30 Accumulator/ folder with three- knife trimmer

Cutter/ strapper

- (1) 370 GPB paper cutter

Meters

- (3) Pitney DC 100's
- (3) Pitney DM1000

Presort

- (1) Bowie Bell & Howell Flexisort / MLOCR for both letters and flats
- (2) Bowie Bell & Howell Criterion / MLOCR letter sorter with fast forward On-Site Verification w/ MERLIN



MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: 05-01-09	2. Contract No.: EV0539 Effective Date: 04-07-08
3. Senior Buyer: DONNA WILLIFORD Telephone Number: (816) 513-1593	5. Supplier – Name and Address STRAHM AUTOMATION ATTN: KIMBERLY TARPLEY 1700 BROADWAY KANSAS CITY, MO, 64108
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

MAILING SERVICES CITY WIDE

Contract EV0539 is renewed for one (1) year, at the current pricing level, May 1, 2009 to April 30, 2010, by the authority for which is contained in paragraph 3, SPECIAL INSTRUCTIONS AND CONDITIONS.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract EV0539 remain unchanged.

8. City of Kansas City, Missouri

By: Donna Williford


Senior Buyer

This Day: May 1, 2009



MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: 11-30-08	2. Contract No.: EV0539 Effective Date: 04-07-08
3. Buyer: Donna Williford Telephone Number: (816) 513-1593	5. Vendor -- Name and Address Strahm Automation ATTN: KIMBERLY TARPLEY 1700 BROADWAY KANSAS CITY MO. 64108-1210
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	
6. SPECIAL INSTRUCTIONS: Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.	

7. Description of Modification

MAILING SERVICES CITY WIDE

Contract EV0539 is renewed from December 01, 2008 to April 30, 2009, at the current pricing level.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract EV0539 remain unchanged.

8. City of Kansas City, Missouri

By: Cedric Rowan, C.P. M.

Manager of Procurement Services

This Day: November 30, 2008



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: October 28, 2008
TO: Key Purchasing Personnel
FROM: Christa Battaglia
RE: Yearly Contract for Mailing Services City-Wide
Lee's Summit Bid #07-025/2R

Vendor	Strahm Automation 1700 Broadway Kansas City, MO 64108
Phone & Fax	PH: 816-756-2733 FAX: 816-756-0028
Contact Person	Brian Dicker
Ordering Instructions	<ul style="list-style-type: none">• (OPTION 1) Use a blanket purchase order with an order form:<ul style="list-style-type: none">○ Department generates requisition for blanket purchase order○ Receive blanket purchase order number from purchasing○ Each time an order is needed, department fills out order form and distributes to vendor and a copy is submitted to Accounts Payable○ Order form must reference blanket PO number and department account number<li style="text-align: center;">OR• (OPTION 2) Use a standard purchase order each time contract items are needed:<ul style="list-style-type: none">○ Department generates requisition for purchase order○ Order forms are not to be used with a standard individual PO○ Requisition must include each item as a separate line item.○ After receiving purchase order from purchasing: Department issues order to vendor referencing PO number
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet or Order Form
Response Time	As specified
Effective Dates	November 21, 2008 through November 20, 2009

cc: Bid File- Original memo
Intranet

M:\PURCHASE\Bids\2006-07\07-025 Mailing Services Citywide (Rebid)\07-025 2R\Contract Award Dept
Coversheet.doc

The mission of the Purchasing Division is the commitment to provide the highest standard of service and professionalism to departments, suppliers, citizens, and other government entities. The Purchasing staff is dedicated to procuring quality goods and services in the most timely and cost effective manner while ensuring the compliance of all legal requirements, rules and regulations, and preserving public trust.



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

NOTICE TO PROCEED - RENEWAL

October 28, 2008

Strahm Automation
Attn: Brian Dicker
1700 Broadway
Kansas City, MO 64108

YEARLY CONTRACT FOR: Mailing Services City-Wide
BID NUMBER: 07-025/2R (Replaces 07-025/1R)

Dear Mr. Dicker:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be November 21, 2008 through November 20, 2009. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@lees-summit.mo.us, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this new contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1085.

Thank you,

Christa Battaglia
Procurement Officer

cc: Bid file



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

TERM AND SUPPLY
YEARLY CONTRACT

RENEWAL #07-025/2R
BID #07-025

THIS RENEWAL CONTRACT, made this 28th day of October, 2008 is herein called Yearly Contract for Mailing Services City-Wide between the City of Lee's Summit, Missouri (hereinafter "City") and Strahm Automation (hereinafter "Supplier").

WHEREAS, City has caused to be prepared certain contract documents, General Terms and Conditions, Special Conditions and/or Specifications, Invitation to Bid, Proposal for Term and Supply Contracts and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said Contract Documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 15th day of September 2006 file with City his Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the said Contract Documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED.

- 1. The City of Lee's Summit, Missouri, acting through its Purchasing Agent does hereby accept, with modifications, if any, the Bid of Strahm Automation.
2. The Supplier's Bid and the City's Contract Documents becomes the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Bid and Contract Documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's bid. Items not awarded, if any, have been deleted.
3. Services shall only be provided after written request or order from the City after City staff has determined that budgeted funds are available to cover the cost of the services.
4. That this Renewal Contract shall be effective on the 21st day of November 2008, Contract No. 07-025/2R, Contract period from November 21, 2008 to November 20, 2009.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the Purchasing Agent and/or his approved designee.
6. This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the last renewal period, based on performance, quality of work and service and the acceptance of the agreed upon 0% price increase above the original bid pricing for this renewal period submitted by Strahm Automation. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All Items" (Urban Consumers Index CPI Rate).

THE CONTRACT CONSISTS OF FOLLOWING:

Table with 4 columns: Item, Bid Number, Dated, Pages. Rows include Bid Number (07-025), Specifications, General Conditions, and Special Attachments (Modification No. 1).

Signature of Procurement Officer of Record (Battaglia)
Signature of Purchasing Agent (Will-Pulaski)
Date: 10/28/08

Signature of Supplier (Strahm Automation)
Signature of Supplier Authorized Signatory (Brian Dicker)
Title: President
Date: 10-23-08
Type or Print the Name of Authorized Person

*Signat: Supplier
w/original bid: File



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

MODIFICATION No. 1 OF CONTRACT

1. Modification Number and Date Modification #1 May 16, 2008	2. Contract Number: 07-025/1R Contract Period: 11/21/07 through 11/20/08
3. Procurement Officer: Christa Battaglia Telephone Number: 816-969-1085	5. Contractor Name/Address: Strahm Automation Attn: Brian Dicker 1700 Broadway Kansas City, MO 64108
4. Issued by: City of Lee's Summit, MO Purchasing Division, 220 S.E. Green Street Lee's Summit, MO 64063	
6. Special Instructions: Contractor is required to sign Block 8 showing acceptance of the below written modification and to return the original to address shown in Block 4 within 10 days after receipt, preferably by certified mail to insure a system of positive receipts. Modification shall be effective on the day of the Purchasing Agent's signature, unless otherwise designated.	
7. Description of Modification: INCREASE IN PRICING DUE TO POSTAGE INCREASE EFFECTIVE 5/12/08. REPLACE SECTION 4.0 PRICING WITH THE ATTACHED PRICING SCHEDULE.	
8. Contractor's Signature: <u>BPLS</u> (Name) <u>PREP</u> (Title) <u>5-17-08</u> (Date)	9. City of Lee's Summit, Missouri By: <u>Will Paul</u> Purchasing Manager Date <u>5/23</u> , 20 <u>08</u>
10. Distribution: Original: Bid File Copies to: Contractor Using departments Accounts Payable	



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
 220 SE GREEN STREET
 LEE'S SUMMIT, MO 64063
 816-969-1080 Phone 816-969-1081 Fax

May 6, 2008

Mr. Brian Dicker
 Strahm Automation
 1700 Broadway
 Kansas City, MO 64108

RE: Contract No. 07-026/1R, Quote for Postage Increase effective May 12, 2008

Dear Mr. Dicker:

Please provide a quote for the following (a modification to the contract will be done once quote is received):

4.0 PRICING

Item	Component	Specification	Offeror's Bid
4.1	Mail Pick-Up	Cost for daily pick-up of mail.	\$23.50 per day
4.2	Mailing Services	Sealing, sorting, metering, dropping at USPS, Need percentage over postage costs for handling.	10 %
4.3	Meter Charge or Percentage - Automated	Letter size, 3 oz. or less (automated), charge per piece or percentage of total postage for metering on a daily basis, over actual postage costs	\$0.25 per piece OR _____ %
4.4	Metering Charge or Percentage - Non-Automated	NOT letter size (non automated), charge per piece or percentage of total postage for metering on a daily basis, over actual postage costs	\$ _____ per piece OR 10 %
4.5	Meter Rate	Letter size, 1 oz. or less (actual postage cost) based on rates as of 8/17/06 9 x 12", 3 oz. flats (actual postage cost) based on rates as of 8/17/06	\$394 per piece \$704 per piece
4.6	Certified Mail	Handling charge for certified mail, over actual postage costs	\$ _____ per piece OR _____ %
4.7	Sorting	Charge for sorting letter mail, average of 420 pieces per day	\$ 0 per day
4.8	Rejects	Charge for rejected pieces of mail (mail that doesn't meet postal requirements)	\$ 0 per piece OR _____ %
4.9	Invoicing	Charge for monthly breakdown of costs by department/division	\$ 0 per month
4.10	Pick up Tickets	Additional cost, if any, for providing pick up tickets for 22 departments/divisions, quantity of 500 pick up tickets each for 22 departments.	\$ 0 for 500 each of 22 different pick up tickets

May. 6. 2008 8:52AM Lees Summit Purchasing Division

No. 4308 P. 2

4.11	Packages	<ul style="list-style-type: none"> Please indicate the maximum dimensions for packages (boxes) as well as the percentage over postage costs for handling. 	Maximum dimensions: <u>11</u> High x <u>2.5</u> wide x <u>5.5</u> deep <u>5.5</u> %
------	----------	--	--

A. Total cost for estimated 250 daily pick-ups per year (5 days/week x 52 weeks per year less 10 holidays):
\$ 5875.

B. Total cost for sorting, metering and handling 135,000 pieces (estimated annual quantity) of mail (540 pieces/day x 250 days for 20 different departments/divisions - 420 per day are automated 1 oz. letters, 120 per day are 3 oz. flats, 9 x 12").

B1. Cost for sorting, metering and handling 420 pieces of 1 oz. letter-size mail:
\$.025 per piece, total for quantity of 420 pieces: \$ 10.50

B2. Cost for sorting, metering and handling 120 pieces of 9 x 12" 3 oz. mail:
\$.025 per piece, total for quantity of 120 pieces: \$ 3.00

Total of B1 and B2 x 250 days: \$ 3375.

C. Total postage costs (based on rates as of 8/17/06) for 135,000 pieces of mail (540 pieces/day x 250 days for 20 different departments/divisions, 420 per day are automated 1 oz. letters, 120 per day are 3 oz. flats, 9 x 12").

C1. Postage costs for 420 automated 1 oz. letters:
\$.344 per piece, total for quantity of 420 pieces: \$ 165.48

C2. Postage costs for 120 3 oz. flats, 9 x 12):
\$ 7.04 per piece, total for quantity of 120 pieces: \$ 84.48

Total of C1 and C2 x 250 days: \$ 62400.

D. Total cost (if applicable) for monthly invoice breakdown by department/division for 12 months: \$ 0

E. Total cost (if applicable) for 11,000 pick up tickets (600 each of 22 different pick up tickets): \$ 0

GRAND TOTAL ANNUAL COST (A, B, C D & E): \$ 71740.

Please confirm that you have on-site USPS verification: YES NO

3ph

 Signature

PRG'S

 Title

5/10/08

 Date

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

THE MAIL COMPANY
00406461

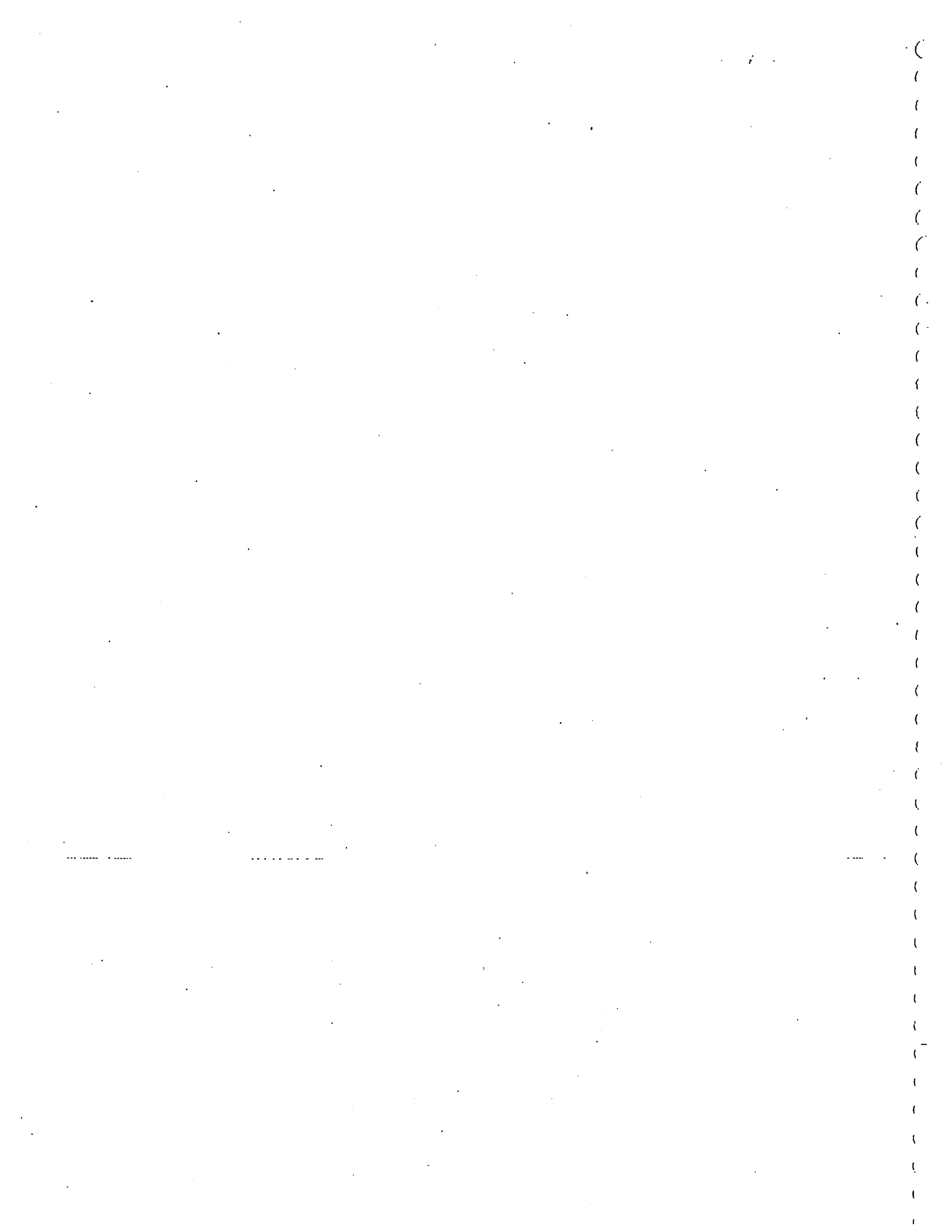
was created under the laws of this State on the 26th day of January, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 25th day of January, 2010



Robin Carnahan
Secretary of State

Certification Number: 12464674-1 Reference:
Verify this certificate online at <https://www.sos.mo.gov/businessentity/soskh/verify.asp>



MASSTM Quality Certification

for

ZIP + 4[®] Delivery Point Code Matching Software
System Certification

MLOCR SERVICE BUREAU
STRAHM AUTOMATION MAILING SVCS
BOWE BELL & HOWELL (03.13)
BOWE BELL & HOWELL
FLX / HR

Serial Number(s):
033992

Configuration: SBR

This certificate is valid 08/2009 thru 07/31/2010.



Alice VanGorder

Manager
Address Management

Present Accuracy Validation and Evaluation Program

FIRST LOGIC INC
100 HARBORVIEW PLAZA
LA CROSSE WI 54601-4051

Gold

Product Certification

DESKTOP MAILER® V7.10C

- First-Class Periodicals and Standard Mail Automation Letters
- First-Class Periodicals and Standard Mail Automation Flats
- First-Class Periodicals and Standard Mail Non-Automation Letters
- First-Class Periodicals and Standard Mail Non-Automation Flats
- First-Class and Standard Mail Upgradable Letters
- Standard Mail Irregular Parcels

- Standard Mail Automation and Non-Automation Enhanced Carrier Route Letters
- Standard Mail Non-Automation Enhanced Carrier Route Flats
- Palletization for Periodicals and Standard Mail
- M910 Co-Fraying/Co-Sacking Pkgs Auto/Presorted Flats
- M920 Merged Containers of Pkgs w/ City State
- M940 Merged Pallets of Pkgs w/ City State & 5% Threshold

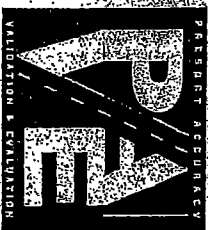
E

James L Caldwell

Manager
Address Management

Cycle

UNITED STATES
POSTAL SERVICE



AFFIDAVIT

STATE OF Mo)
COUNTY OF Jackson) SS.

Stahm Automates of the City of Kansas City
County of Jackson State of Missouri

being duly sworn on her or his oath, deposes and says;

1. That I am the Human Resource (Title of Affiant) of Stahm Automating (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2009 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

Steve Conner (Name of Respondent)
By: Steve Conner (Signature of Affiant)
HR (Title of Affiant)

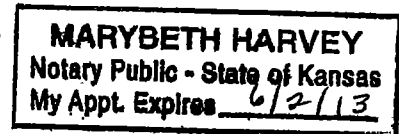
Subscribed and sworn to before me this 25 day of Jan, 2010

MBHarvey
NOTARY PUBLIC in and for the County of Jackson

(SEAL)

State of Kansas

My Commission Expires: June 2, 2013



COMPLIANCE REPORT FORM

INSTRUCTIONS FOR COMPLETION: Please fill out this form completely. If a question refers to "past reports" and is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company (such as subcontractors) place "N/A" in the blank. PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW

COMPANY DESCRIPTION:

A. Name of Company Strahm Automation
B. Street Address 1700 Broadway
City Kansas City State Mo Zip Code 64108 Telephone # 816-756-2733

COMPANY STATISTICS:

A. Total Number of Employees 66
B. Total Number of Employees Who are: Women 28 Black 12 Hispanic 13 Oriental 6 American Indian 0
YES NO
1. Has your company advertised for applicants since your last report?
If so, attach a list of publications in which ads appeared, the dates of advertising and copies of such ads.
2. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program?
If so, please attach a detailed report of such changes.
3. Has there been adjustments in your job prerequisites of your recruiting and intake procedures?
If so, please attach a detailed report of such changes.
4. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants?
If so, please attach a narrative description of such efforts.
5. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program?
6. List all MBE/WBE contractors/suppliers with whom you have contracted during this reporting period.

NAME OF MBE/WBE FIRM: _____

ADDRESS: _____

TELEPHONE #: _____

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: _____

Where sources for Employment Analysis section of this report were obtained from:

a. Available Employment records - Yes No
OR
b. _____

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

Signature: Steve Conner

Name and Title (typed or printed): Steve Conner H.R.

Date: 1-25-2010

Company overview

Strahm Automation and Mailing Service is dedicated to providing the finest quality, dead line sensitive service available. From personalized postcards to individualized, multi-page monthly statements. We utilize our knowledgeable staff, state-of-the-art equipment and dedication to provide reliable quality, effective and efficient documents.

Data Processing, Laser Printing, Inkjet Printing, Lettershop and Mail Pre-sort.

Title: Department Manager

Department: Presort

Hours: Flexible Schedule

Seeking a manager with a minimum of 2 years experience with proven leadership skills in a team environment. Must have a consistent job history with a minimum of 7 years work history.

Identify and resolve problems quickly. Prefer knowledge of USPS rates, 3 & 5 digit process and print to mail experience.

Must be knowledgeable of Microsoft programs, Looking for a manager who can implement procedures that will improve production process; as well as mentor and lead by example.

Can expect to work 10 – 12 hour days first 30 days of training.

Requirements: Pre employment drug screen and Criminal Back Ground Check.

EOE



October 27, 2009

TO ALL SUPERVISORS AND KEY PERSONNEL:

This company is morally and legally committed to nondiscrimination and affirmative action in employment. Any person who applies for a job with this company will not be discriminated against because of race, color, creed or religion, national origin ancestry, sex or age.

It may be your responsibility for filling job vacancies. When recruiting for employees, be aware of the fact that this company has already contracted recruiting sources that are likely to result in a substantial number of minority and/or female applicants. **Utilize these sources!!!**

Whenever the occasion arises and we need to advertise in the newspaper for recruiting and you are responsible for placing the advertisement, please request the words "Equal Opportunity Employer" or "We Are an Affirmative Action Employer" appear at the bottom of the ad. In addition, be sure that every effort is made to place comparable ads in publications having a wide circulation in minority communities. A list of the publications specified in your Affirmative Action Program is attached for your reference.

It is the duty of each supervisor and administrative staff member to exert every care and effort in assuring implementation of this company's Affirmative Action Program.

Nothing less will be accepted.

Name Steve Conner

Title Human Resources

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 1-3 and this bid is submitted in accordance with information, instructions and stipulations set forth therein.

Signature of Bidder: <i>Kimberly Darpley</i>	Date: <i>01/29/10</i>
Company Name: <i>Strahn Automation</i>	Phone: <i>756-2733</i>
Company Address: <i>1700 Broadway</i>	Fax: <i>756-0028</i>
City, State and Zip: <i>Kansas City, MO 64108</i>	

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse, Room G-1
415 E. 12th St.
Kansas City, MO 64106

NOTE: Please use a single envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to Request for Proposal No. 50-09 for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain) _____

REMARKS _____

Company Name: _____
Signature: _____
Telephone: _____
Date: _____

EXHIBIT A
INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times: its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

EXHIBIT F

**RESPONDENT'S EXCEPTIONS
TO
GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS
OF JACKSON COUNTY, MO REQUEST FOR PROPOSAL NO. 50-09**

Respondent's attention is directed to Item 24 of the General Conditions on Page 2 13 and 14 of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the General Conditions, Specifications, requirements, and provisions of Request for Proposal No. 50-09 are requested by the undersigned Respondent: (Use additional pages as necessary)

Reference Paragraph # and Page #	Exception Requested

Name of Firm: Stearum Automation

Signature of Respondent: 

AFFIDAVIT OF INTENDED UTILIZATION

(This Form must be submitted with your Bid/Proposal)

Purchasing RFP 50-09 Mail Services
(Department Project)

Stahm Automation
(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

Brian Dicker of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS. _____ 15% MBE
% WBE

BIDDER/PROPOSER PARTICIPATION: _____ 5% WBE
% MBE

3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder's/Proposer's subcontractors, presently intend to contract if awarded the Contract on the above project: (All firms must currently be certified by Kansas City, Missouri Dept Of Human Relations)

- a. Name of M/WBE Firm RM Courier
Address 2826 Olive - KCMO 64109
Telephone No. 816-517-3733
I.R.S. No. SOLE PROPRIETOR
Area/Scope of work DELIVERY PICKUP ROUTES
Subcontract amount: \$7,800.00 annually
- b. Name of M/WBE Firm Fulfillment Plus
Address 1200 Tandy North Kansas City 64116
Telephone No. 816-221-2100
I.R.S. No. 1834320
Area/Scope of work data lists, mailing lists
Subcontract amount \$3,000.00 annually
- c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

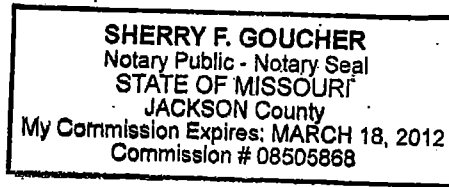
4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the *Contractor Utilization Plan/Request for Waiver (HRD 08)*.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

PRESIDENT of [Signature]
(Title) (Name of Bidder/Proposer)

Dated: 2/1/10 By: _____ (Affiant)

Subscribed and sworn to before me this 1 day of February, 2010

My Commission Expires: 3-18-12 [Signature]
Notary Public



REQUIRED RESPONSE DOCUMENTS

3.4 Tab 4: Response Affidavit. The Vendor must fully execute the affidavit below including notarization, and attach this affidavit under Tab 4 of its bid/proposal

(To Be Completed, Signed, and Attached to Bid as Tab 4)

Affidavit of Strahm Automation [Name of Vendor]

State of Missouri

County of Jackson

I state that I am the President [title] of Strahm Automation [name of firm], and that I am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s) and amount of this proposal.

I hereby certify that the following statements are true and correct:

- Strahm Automation [name of firm] is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to either Kansas City, Missouri, or Jackson County, Missouri.
- No fictitious name of any entity or person has been used in this proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this proposal.
- Strahm Automation [name of firm] does not do business as or operate under any fictitious name, other than The Mail Company.
- No official, officer, or employee of the School District of Kansas City, Missouri, or their spouse, dependent child(ren), or any business with which they are associated, will receive any monetary benefit or financial gain with regard to this proposal or resulting contract.
- The prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other contractor, service provider, or any other competitor.
- Unless otherwise required by law, the prices in the proposal have not been knowingly disclosed to any other service provider or competitor, and will not be knowingly disclosed, directly or indirectly, prior to the proposal opening date and time.

SHERRILL...
MISSOURI...
RECORDS...
JACKSON COUNTY...
REC'D

- No attempt has been made or will be made by me or my firm to induce any other person, partnership, corporation, or entity to submit or not to submit a bid/proposal in response to this IFB/RFP for the purpose of restricting competition.
- My firm has only presented one proposal in response to this IFB/RFP.
- This bid is made in good faith.
- Steahm Automation [name of firm], its affiliates, subsidiaries, officers, directors, and employees have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this IFB/RFP, or to the competency of the service provider to perform under any resulting contract.
- Steahm Automation [name of firm], its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract, except as follows:
 - [Please explain]
 - Steahm Automation [name of firm], its affiliates, subsidiaries, officers, directors, and employees have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.

I state that Steahm Automation [name of firm] acknowledges and understands that the above representations in this Affidavit are important and material and will be relied upon by the School District of Kansas City, Missouri, in awarding the contract for which this bid/proposal is submitted. I and my firm understand that any misstatement in this Affidavit shall be treated as a fraudulent concealment from the School District of Kansas City, Missouri, of the true facts relating to this bid/proposal. Any misstatement in this Affidavit will be grounds for termination of any resulting contract at the sole discretion of the School District of Kansas City, Missouri.

Sworn and subscribed to this 1 day of Feb, 2010.

Signature:

Brian Dicker

Printed Name and Title: Brian Dicker President

Notary Public

My Commission Expires: 3-18-12

RFP C- _____

Page 18

Sherry F. Goucher
SHERRY F. GOUCHER
 Notary Public - Notary Seal
 STATE OF MISSOURI
 JACKSON County
 My Commission Expires: MARCH 18, 2012
 Commission # 08505868

Barbara J. Casamento

From: Brian Dicker [brian.dicker@strahm.com]
Sent: Friday, March 12, 2010 1:25 PM
To: Barbara J. Casamento
Cc: Kimberly Tarpley
Subject: Thank You

Strahm will offer the price for the City of KCMO to all or any of the entities in the RFP. And the winner is?

Brian I. Dicker
President
Strahm Automation
1700 Broadway
Kansas City, Mo 64108
816-756-2733
Strahm.com



1700 Broadway
Kansas City MO 64108
Phone (816) 756-2733 Fax (816) 756-0028
www.strahm.com

Delivery Confirmation Products

Delivery Confirmation: \$3.50 all inclusive
Signature Confirmation: \$5.00 all inclusive

Strahm Automation provides a wide variety of services from database/mail lists, laser imaging in black and white, full color and highlight color, inkjetting addresses, labeling, folding, right angle folding, pressure sealing, and inserting. Because our pricing is driven by quantity and job specifications, we prefer to quote each special job request individually in order to offer the best pricing for our clients.

Barring any USPS postage increases, renewal pricing will have no increase.

SECTION IV - JOINT QUOTATION PAGE

Please Note: The fees quoted here shall be inclusive of all services, there will be no additional fees, other than quoted herein.

Pricing Sheets shall be in a separate, sealed envelope marked "Pricing" and included with your proposal. Pricing attachments shall only be included with the original proposal.

For the purposes of this Joint Quotation Page, "participating entities" shall mean Jackson County, the 16th Judicial Court of Jackson County, the City of Kansas City, Missouri and The School District of Kansas City, Missouri.

No.	Description	County/Courts	City	School District	Participating Entities
	First Class Mail				
01	Post Cards	\$ 0.276	\$ 0.263	\$ 0.263	\$ 0.268
02	Letters, 1 Ounce	\$ 0.428	\$ 0.415	\$ 0.415	\$ 0.420
03	Letters, 2 Ounce	\$ 0.553	\$ 0.540	\$ 0.540	\$ 0.545
04	Letters, 3 Ounce	\$ 0.678	\$ 0.665	\$ 0.665	\$ 0.670
05	Letters, 3.5 Ounce	\$ 0.803	\$ 0.790	\$ 0.790	\$ 0.795
06	Flats, 1 Ounce	\$ 0.733	\$ 0.720	\$ 0.720	\$ 0.725
07	Flats, 2 Ounce	\$ 0.903	\$ 0.890	\$ 0.890	\$ 0.895
08	Flats, 3 Ounce	\$ 1.073	\$ 1.060	\$ 1.060	\$ 1.065
09	Flats, 4 Ounce	\$ 1.243	\$ 1.230	\$ 1.230	\$ 1.235
10	Flats, 5 Ounce	\$ 1.413	\$ 1.400	\$ 1.400	\$ 1.405
11	Flats, 6 Ounce	\$ 1.583	\$ 1.570	\$ 1.570	\$ 1.575
12	Flats, 7 Ounce	\$ 1.753	\$ 1.740	\$ 1.740	\$ 1.745
13	Flats, 8 Ounce	\$ 1.923	\$ 1.910	\$ 1.910	\$ 1.915
14	Flats, 9 Ounce	\$ 2.093	\$ 2.080	\$ 2.080	\$ 2.085
15	Flats, 10 Ounce	\$ 2.263	\$ 2.250	\$ 2.250	\$ 2.255
16	Flats, 11 Ounce	\$ 2.433	\$ 2.420	\$ 2.420	\$ 2.425

No.	Description	County/Courts	City	School District	Participating Entities
39	Delivery Confirmation - Retail	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80
40	Delivery Confirmation - Electronic	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19
41	International Delivery Services	\$.05 OFF list pricing	\$.05 OFF list pricing	\$.05 OFF list pricing	\$.05 OFF list pricing
42	Monthly Fee for Staff Person - City Only	N/A	\$ 5,000.00	N/A	\$ 5,000.00

Optional Services - Optional Services will be utilized as needed by the participating entities:

Cost of Rejects

\$0.025

Delivery Charges for Additional Stops

\$10.00 PER STOP

Conditional Discount for electronic payment

0%

Describe any additional services offered by the Respondent, including the ability to duplicate, print labels, receive label lists via Internet, fold, stuff and seal envelopes, and ability to go to the United States Postal Services website and enter Certified Receipt Numbers to print a receiving copy via the Internet. Include the cost of these additional services on a separate pricing page.

Confirmed Delivery Service: Respondent shall include the pricing options for Confirmed Delivery Services on a separate pricing page.

SECTION V - CONTRACT NEGOTIATIONS

Upon selection of the successful Proposal, a Contract incorporating the Administrative Requirements, General Conditions, Specifications and Duties and any other provisions of this Request for Proposal and acceptable to both parties (Successful Respondent and participating entity) will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by the Evaluation Committee of the participating entities, fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the participating entities may reject the proposal and proceed to award the Contract to the next "best" respondent.

Standard contract forms will be utilized at the sole discretion of the participating entities. The contract documents used by the participating entities will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal, shall govern.

REQUEST FOR PROPOSALS NO 50-09

MAIL SERVICES

Jackson County, Missouri, the 16th Judicial Courts of Jackson County, Missouri, the City of Kansas City, Missouri and the School District of Kansas City, Missouri

TABLE OF CONTENTS

Section	Description	Page Number
I.	Administrative Requirements	1 - 6
II.	General Conditions	7 - 20
III.	Specifications and Duties	
	Jackson County, Missouri and 16 th Judicial Courts	21 - 22
	City of Kansas City, Missouri	22 - 24
	The School District of Kansas City, Missouri	24 - 25
IV.	Joint Quotation Page	26 - 28
V.	Contract Negotiation Instructions for all entities	28 - 29
VI	Required Forms	30
	Jackson County, Missouri and 16 th Judicial Courts	31 - 36
	City of Kansas City, Missouri	37 - 60
	The School District of Kansas City, Missouri	61 - 62
VII	The School District of Kansas City, Missouri Delivery Locations	63

**REQUEST FOR PROPOSAL NO. 50-09
MAIL SERVICES FOR
JACKSON COUNTY, MISSOURI, THE 16TH JUDICIAL COURTS OF JACKSON
COUNTY, MISSOURI, THE CITY OF KANSAS CITY, MISSOURI AND THE SCHOOL
DISTRICT OF KANSAS CITY, MISSOURI**

SECTION I - ADMINISTRATIVE REQUIREMENTS

01. PURPOSE

This is a Request for Proposal to furnish Mail Services for Jackson County, Missouri, the 16th Judicial Courts of Jackson County, Missouri, the City of Kansas City, Missouri and the School District of Kansas City, Missouri, hereinafter collectively known as "participating entities".

The County, Courts, City and School District are interested in proposals that will minimize costs for all government entities involved.

02. SUBMISSION OF PROPOSALS

Enclose your proposal in a sealed opaque envelope with this Proposal Number written on the face of the envelope and deliver it to the PURCHASING DEPARTMENT, Room G-1, Ground Floor of the Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106 no later than **2:00 PM, CST on February 2, 2010; OTHERWISE YOUR PROPOSAL WILL BE REJECTED.** There will be a Public Proposal Opening at 2:05 PM, CST on February 2, 2010 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

03. PRE-PROPOSAL MEETING

There will be a Pre-Proposal Meeting on Thursday, January 21, 2010, 2:00 PM CST at the Kansas City, Missouri Health Department located at 2400 Troost, Kansas City, Missouri 64108 in the Biery Auditorium, Lower Level. This Pre-Proposal Meeting is not mandatory.

04. TERM OF CONTRACT

This will be a Twelve Month Contract with three (3) twelve month options to renew.

05. PROPOSAL FORMAT

Respondent's proposal shall be an **original document, plus ten copies and four CDs, CD's shall be in Microsoft Word format.**

Each proposal shall be presented in 12-point font on 8-1/2" x 11" paper, double sided. Respondent shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.

To facilitate the evaluation of proposals, proposal shall be organized in the following manner:

A. Proposal Part I - Business Profile and Legal Structure

01. Legal name, address, phone, fax, email, Federal ID number and website address.
02. Brief history of business including date the business was established under the current name.
03. List of all services provided by the business.
04. Number of total employees including the number of total employees in the Greater Kansas City, Missouri area.
05. Type of ownership or legal structure of business.
06. Proof of financial capacity to perform this contract such as Dunn and Bradstreet, audited financial statements, bond capacity.
07. Has the business ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
08. Are there any civil or criminal actions pending against the business or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
09. Provide a brief history of your business' contractual litigation, arbitration, and mediation cases for the last five years that are material and relevant to this contract.
10. Has your business ever been disqualified from working for any public entity? If yes, explain the circumstances.
11. History of any Bankruptcy.
12. State of Missouri Certificate of Good Standing.

B. Proposal Part II - Experience

01. Include a list of the five (5) most relevant or comparable contracts completed by your business during the past five (5) years. For each listed contract, provide a narrative that includes:
 - A. The assigned project personnel
 - B. Scope of Services provided
 - C. Dollar amount of the Contract
 - D. Contractual performance standards versus your actual performance
 - E. The contracting entity's contact person, e-mail address, cell number and telephone number
 - F. Summary of how your company delivered services
 - G. Pricing and contractual compensation terms
02. Provide a copy of your most recent relevant ongoing public contract.
03. Provide a list of all public contracts entered into for the last three years. Include the dollar amounts, summary of scope of services, contract terms, public owner's contact person, e-mail address, cell number and telephone number.

C. Proposal Part III - Personnel

01. Please provide your staff capacity for meeting this RFP's requirements.
02. Identify the key employees who are likely to be assigned to this Contract if your proposal is selected. (Note: key employee(s) must be committed to the contract duration, and may not be removed or substituted without prior written consent)
03. For each of the key employee(s), provide a resume and/or summary with at least the following background information:
 - A. Description of relevant experience
 - B. Years of employment with the business
 - C. City and State of residence
 - D. State time commitment on other accounts
 - E. Applicable professional registrations, education, certifications and credentials
04. Please comment on the ability of your company to sustain the loss of key employee(s).
05. Provide a staffing plan for the contract including the locations of the positions.
06. Provide an organizational chart for the assigned staff.
07. Provide a plan to address vacations, sicknesses and absences.

D. Proposal Part IV - Project Approach

01. Discuss your understanding of the project scope and objectives.
02. Discuss your approach to a project with specific references to the services requested in the RFP.
03. Highlight unique services and management tools and indicate the benefits of them for this RFP. What makes your business better than the competition?
04. Describe your Quality Assurance Plan.
05. State approximate date your business is available to begin work on this project.
06. Discuss your transition plan to begin providing services.
07. Propose additional performance measures including why the performance measure is important and how each entity will measure and verify performance.

08. List automated equipment, and the function of that equipment, owned by the Respondent to be used to perform on this contract.
09. Provide a letter from the United States Postal Services verifying Respondent's status as a "Depository Designation".

E. Proposal Part V - Pricing

01. Total Cost: Proposed Cost for everything requested in this RFP. Please break down the pricing as required on the Joint Quotation Page herein.
02. Renewal Pricing: The participating entities realize that the initial term pricing may differ depending on the mechanism used by the Respondent for renewal pricing. The participating entities are interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the participating entities will not be required or obligated to exercise any renewal options, assume the participating entities will exercise all renewal options for offering renewal pricing.

F. Proposal Part VI - Required Forms

All forms contained within this RFP package, shall be filled out, signed and notarized where necessary.

Failure to organize and submit your proposal as requested may lead to the REJECTION OF YOUR PROPOSAL.

06. SCHEDULE OF EVENTS

The following is a list of **projected dates/times** with respect to this RFP.

RFP ISSUE DATE	JANUARY 7, 2010
PRE-PROPOSAL MEETING	JANUARY 21, 2010
DEADLINE FOR QUESTIONS	JANUARY 26, 2010
DEADLINE FOR RESPONSES TO QUESTIONS	JANUARY 28, 2010
RFP DUE DATE	FEBRUARY 2, 2010
INTERVIEWS, IF ANY	AS REQUIRED

07. EVALUATION CRITERIA

Initially, all proposals will be reviewed by the Jackson County, Missouri Purchasing Department to determine if they are responsive to the Request for Proposal. Those proposals that are responsive will be distributed to the Evaluation Committee for review. The Evaluation Committee will consist of County, Courts, City and School District personnel. After determining the proposal has satisfied the requirements of this RFP, the Evaluation Committee shall evaluate in accordance with the following Evaluation Criteria:

COST	25 POINTS
EXPERIENCE AND FINANCIAL STABILITY	25 POINTS
PROPOSED SOLUTION	40 POINTS
REFERENCES	10 POINTS
TOTAL POINTS	100 POINTS

Sole Judge: The Evaluation Committee shall be the sole judge of the proposals submitted for this RFP, and their decision shall be final.

08. MBE/WBE REQUIREMENTS AND GOALS - CITY AND SCHOOL DISTRICT

- A. The City and the School District desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of contracts. The MBE/WBE participation goals for this Request for Proposal are 15% MBE participation and 5% WBE participation.
- B. The City's HRD Forms and Instructions are incorporated into this Request for Proposal and will be part of the Required Forms.
- C. Please complete form HRD 13 Affidavit of Intended Utilization, Pages 55 and 56 of this Request for Proposal and return it with your proposal. The City's list of City Certified MBEs/WBEs is found at <http://www.kcmo.org/humrel.nsf/web/directoryaccess?opendocument>.

09. WAIVER OF MBE/WBE REQUIREMENTS - CITY

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City,

10. QUESTIONS

All questions regarding this Request for Proposal must be in writing and emailed to bcasamento@jacksongov.org by January 26, 2010. Any interpretation, or answers to questions made to prospective Respondents will be in the form of an Addendum to the Request for Proposal which, if issued, will be no later than three (3) business days before the date set for the opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ www.jacksongov.org and it will be the Respondents responsibility to check the website for any Addendums. Oral answers will not be binding. Each Respondent shall ascertain prior to submitting their response that they have received all Addenda issued, and shall acknowledge the receipt of such on the forms provided herein. FAILURE TO FOLLOW THIS PROCEDURE WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

This RFP and all Addenda will also be posted on the City's website @ www.kcmo.org and the School District's website @ www.kcmsd.net

SECTION II - GENERAL CONDITIONS

This is a joint Request for Proposal issued by Jackson County, Missouri, the 16th Judicial Courts of Jackson County, Missouri, the City of Kansas City, Missouri and The School District of Kansas City, Missouri. For the purposes of these General Conditions, whenever the term “participating entities” is used it shall mean Jackson County, Missouri, the 16th Judicial Courts of Jackson County, Missouri, the City of Kansas City, Missouri and the School District of Kansas City, Missouri.

01. DEFINITION OF REQUEST FOR PROPOSALS AND PROPOSAL

- A. This Request for Proposal (RFP) is an invitation by the participating entities for respondents to submit an offer, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid.
- B. “Proposal” means any document, submittal, interview, presentation, discussion, negotiation and everything and anything provided in response to this solicitation regardless whether it is an oral or written submission.
- C. By submitting a proposal to the participating entities, Respondent agrees that the Respondent does not obtain any rights in or expectation to a contract with the participating entities or a vested interest or a property right in a contract with the participating entities regardless of the amount of time, effort and expense expended by Respondent in attempting to obtain a written executed contract with the participating entities that complies with all State and Local laws, rules and regulations.

02. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- A. Each Respondent shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Respondent’s proposal meets the intent of this RFP.
- B. Before submitting a proposal to the participating entities, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from Respondent’s obligation to comply, in every detail, with all provisions and requirements of this RFP.
- C. By submitting a Proposal to the participating entities, Respondent certified that Respondent has provided the participating entities with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Respondent has discovered in the RFP, Scope of Services and any other documents. By executing a Contract with the participating entities, Respondent certified that Respondent communicated to the participating entities all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, Scope of Services and any other documents and that the written resolution thereof by the participating entities as embodied in the final Contract is acceptable to Respondent.

03. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- A. Respondents may submit written questions, request clarifications or provide notice to the participating entities of all ambiguities, conflicts, mistakes, errors or discrepancies that Respondent has discovered in the RFP, Scope of Services or any other documents at any time until five business days prior to the due date for proposals. Please submit your written questions, request for clarifications or notice of all ambiguities, conflicts, mistakes, errors or discrepancies as described in Item 10 of Section I of this Request for Proposals.
- B. All questions, clarifications, additions or corrections will be issued in the form of Addendum and will be posted on the County's website @ www.jacksongov.org the City's website @ www.kcmo.org and the School District's website @ www.kcmsd.net. It is the responsibility of the Respondent to check the website for addendums.

04. EVALUATION CRITERIA

- A. Any evaluation criteria or weighting of criteria is used by the participating entities only as a tool to assist the participating entities in selecting the best proposal for the participating entities. Evaluation scores or ranks do not create any right in or expectation to a contract regardless of any score or ranking given to any Respondent. In other words, even if the participating entities give a Respondent the highest rank and highest score, the Respondent still has no expectation of a Contract with the participating entities.
- B. The participating entities may change criteria and criteria weights at any time including after the due date for proposals.

05. INTERVIEWS

The participating entities, in their sole discretion, may interview none, one, some or all of the Respondents that submit proposals.

06. DISCUSSIONS AND NEGOTIATIONS

The participating entities, in their sole discretion, may do any or all of the following:

- A. Evaluate proposals and award a contract with or without discussions or negotiations with any or all of the Respondents;
- B. Discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- C. Request additional information from any or all Respondents;
- D. Request a Respondent or Respondents to submit a new proposal;
- E. Request one or more best and final offers from any or all Respondents;
- F. Accept any Proposal in whole or in part;
- G. Require a Respondent to make modifications to their initial proposal;
- H. Make partial or multiple awards;
- I. Terminate this RFP, and reissue an amended RFP.

By submitting a proposal, Respondent agrees that even if the participating entities negotiates or makes a counter offer to Respondent on Respondent's original Proposal or any subsequent Proposal submitted by the Respondent to the participating entities, Respondent hereby grants to the participating entities, in their sole discretion, the unconditional right for the participating entities to accept the Respondent's original Proposal.

07. PROPOSAL MUST REMAIN FIRM OFFER TO PARTICIPATING ENTITIES FOR 90 DAYS

By submitting a Proposal to the participating entities, Respondent agrees that the Respondent's Proposal shall constitute a firm offer to the participating entities that Respondent shall not withdraw or modify without the participating entities' approval for 90 days after the Proposal Due Date.

08. SELECTION

The participating entities will select the proposal or proposals that in the participating entities' sole judgement are determined to be the best proposal(s). Section 432.070, RSMo requires the participating entities to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the participating entities. The written executed contract must also comply with the participating entities laws, rules and regulations. This means that a Respondent does not have a Contract with the participating agencies until all of the following occur: (1) the appropriate legislative body authorizes the execution of a contract with the Respondent (if required by law or if legislative approval is requested by staff); (2) persons with actual authority to bind the participating entities and the Respondent execute the contract(s); (3) the Contract is approved by the law departments of the participating entities; (4) the participating entities issue a Purchase Order with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Respondent does not have a contract with the participating entities until all the steps are completed. If the participating entities do not complete all required steps, there is no contract and the participating entities have absolutely no contractual or financial obligation to any Respondent regardless of the amount of time, effort and money spent by the Respondent responding to the RFP and attempting to negotiate and obtain a contract.

09. REJECTION OF PROPOSALS

The participating entities reserve the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the participating entities executing a contract that meets the requirements of all State and Local laws, rules and regulations..

10. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

The participating entities at any time may waive any requirements imposed in this RFP or by any laws, rules or regulations when failure to grant the waiver will result in an increased cost to the participating entities and the requirements waived would be waived for all Respondent's for this RFP and it is in the best interest of the participating entities to grant the waiver.

11. LATE PROPOSALS

The participating entities, in their sole discretion, may consider proposals received by the participating entities after the Proposal Due Date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered prior to the submission deadline; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the participating entities that the late receipt was due to an error by the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered, but the proposal is at a different location than specified in the RFP; or (4) the participating entities extend the due date after the deadline for a force majeure event that could potentially effect any or all Respondents meeting the deadline; or (5) the participating entities has not opened any of the proposals.

12. CHANGES IN THE RFP

- A. After this RFP is issued, the participating entities, in their sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal Due Date. If the change is prior to the Proposal Due Date, the participating entities reserve the right, when considered necessary or appropriate, to modify this RFP.
- B. If the participating entities shall amend the RFP after the Proposal Due Date, the participating entities may, in their sole discretion, solicit new proposals in an amended RFP from anyone and everyone regardless whether a Respondent submitted a proposal in response to the original RFP.

13. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- A. After the participating entities execute a contract in accordance with the requirements of State and Local laws, rules and regulations, the participating entities may, in their sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the participating entities and as long as the Contractor agrees to the change.
- B. The participating entities, in their sole discretion, may award additional contracts for related work or subsequent Project Phases to the selected Respondent.
- C. The participating entities, in their sole discretion, may extend the term of the contract with the selected Respondent notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Respondent and the participating entities shall continue performance under this Contract until the participating entities have a new contract in place with either Respondent or another provider or until the participating entities terminate the Contract.

14. RESPONDENT SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, cost and expense incurred by the Respondent in Respondent's attempt to win this Contract, Respondent agrees that Respondent shall be solely responsible and liable for any and all costs incurred by the Respondent. The participating entities shall have no liability or responsibility for any of Respondent's costs or expenses.

15. OWNERSHIP OF PROPOSALS

By submitting its proposal, Respondent hereby agrees that Respondent's proposal and any supplementary material submitted by the Respondent shall become property of the participating entities.

16. DISCLOSURE OF PROPRIETARY INFORMATION

- A. A Respondent may attempt to restrict the disclosure of scientific and technological innovations in which the Respondent has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
1. Marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";
 2. Printing each page of each such document in a different color paper than the paper on which the remainder of the proposal is printed; and
 3. Segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Design Professional.
- B. After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the participating entities will notify the Respondent of the request, and it shall be the burden of the Respondent to establish that such documents are exempt from disclosure under the law.
- C. If the Respondent elects to challenge a formal request for such information to the participating entities and if the Respondent is unsuccessful in keeping such information closed, the Respondent shall pay for any and all costs, attorney fees and fines that are a result of Respondent's attempt to keep the information closed.
- D. Notwithstanding the foregoing, in response to a formal request for information, the participating entities reserve the right to release any documents if the participating entities determines that such information is a public record pursuant to the Missouri Sunshine Law. The participating entities shall have no liability to Respondent or anyone else for releasing any Proprietary Information even if the participating entities were negligent in releasing or disclosing any Proprietary Information.

17. CLOSED RECORDS

All proposals including interviews, presentations and documents and meetings related thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all proposals are rejected. If the participating entities amend this RFP, proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the participating entities mistakenly inform all Respondents that it is rejecting any and all proposals prior to amending the RFP as long as the participating entities intend to amend the RFP and resolicit proposals at the time the proposals were rejected.

18. AFFIRMATIVE ACTION FOR THE CITY OF KANSAS CITY, MISSOURI

- A. It is the policy of the City that any person or entity that enters into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, creed or religion, national origin, sex, disability or age. The City requires all persons who employ twenty-five or more persons and receive contracts totaling more than \$120,000.01 annually from the City to have a City approved Affirmative Action Program prior to entering into a contract with the City.
- B. If you have any questions regarding the City's Affirmative Action Program requirements, contact the Human Relations Department at 816-513-1836 or visit the City's website at <http://www.kcmo.org/humrel.nsf/web/HRAAPP?opendocument>.

19. INSURANCE AND INDEMNIFICATION

The Successful Respondent shall indemnify, and hold harmless the participating entities and any of its agencies, officials, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees arising out of or resulting from any acts or omissions in connection with the operations of work included or undertaken in the performance of this contract, caused in whole or in part by the Respondent, its employees, agents or subcontractors, or caused by others for whom Respondent is liable, regardless of whether or not caused in part by any act or omission of the participating entities, its agencies, officials, officers or employees.

The Successful Respondent will be required to obtain specific limits of insurance to insure the indemnity obligations. **Respondent has the opportunity to recover the cost of the required insurance in the contract price by including the cost of that insurance in its proposal.**

Insurance shall be procured and maintained by Respondent for the participating entities as described in "Jackson County Exhibit A" of this RFP. Respondent shall file Certificates of Insurance with participating entities in the form described in Jackson County Exhibit A within the time limit also described in the Exhibit. **Please Note: the School District of Kansas City, Missouri will require a limit on each occurrence of \$2,000,000.**

20. TAX CLEARANCE FOR THE CITY

Prior to the City making the first payment under any contract or contract renewal term, Respondent must provide a tax clearance letter from the City's Commission of Revenue dated not more than ninety days from the date of submission. This tax clearance letter is obtained from the City's Revenue Division at 816-513-1135 or 816-513-1089.

21. TAX CLEARANCE FOR THE COUNTY

No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to

the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, proposals or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible Respondent for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the Respondent and allow three (3) business days for the Respondent to correct the deficiency or pay up any delinquency involved. If the Respondent fails, after such notice, to comply within three (3) business days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible Respondent who is eligible under this section had entered the lowest/highest proposal.

22. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- A. Buy American Preference. It is the policy of the participating entities that any manufactured goods or commodities used or supplied in the performance of any participating entities' contracts or any subcontracts thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the participating entities shall select the Proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
- B. Buy Missouri Preference. The participating entities shall give preference to all commodities manufactured, produced or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Respondent's responsibility to claim these preferences.

23. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the participating entities, the apparent successful Respondent must submit a current copy of Respondent's Certificate of Good Standing from the Missouri Secretary of State's website at www.sos.mo.gov.

24. CONDITIONAL PROPOSALS - JACKSON COUNTY

Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of this RFP must be made in writing and attached as Jackson County Exhibit F to the proposal when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion

in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the Contract nor be binding upon the County and the requirements, conditions, specifications and provisions of this RFP shall prevail.

25. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Respondent, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Respondent must notify the participating entities immediately in writing. Upon learning of the actions herein identified, the participating entities reserve the right at their sole discretion to either affirm the contract, or cancel the contract and hold the Respondent responsible for damages.

26. PATENTS

Respondent agrees to defend, indemnify, protect, and save harmless, the participating entities against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

27. MATERIAL STANDARDS

All materials or equipment furnished shall meet the minimum requirements of the Occupational Safety and Health Standards (OSHA) published in the Federal Register.

28. PRICES QUOTED SHALL BE FIRM AND FINAL

Prices quoted shall be firm and final. All prices quoted are net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in the evaluation of proposals.

29. ALL PRICES ARE TO BE F.O.B. DESIGNATED DELIVERY POINT

All shipping, packing and drayage charges are the responsibility of the Respondent. C.O.D. shipments will not be accepted.

30. PURCHASE ORDERS REQUIRED

The participating entities are not responsible for articles or services furnished without a Purchase Order.

31. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the participating entities, or after any rejection, risk or loss shall be the responsibility of the Respondent unless loss results from negligence of the participating entities.

32. JACKSON COUNTY EQUAL OPPORTUNITY REQUIREMENT

The Respondent shall maintain policies of employment as follows:

- A. The Respondent and Respondent's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin or age. The Respondent shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies or non-discrimination and affirmative action programs.
- B. The Respondent and the Respondent's subcontract(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, national origin or age.

33. JACKSON COUNTY CONFLICT OF INTEREST CERTIFICATION

Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Respondent covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performances of the services hereunder. The Respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

34. COMPLIANCE WITH ALL LAWS

It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Respondent replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages. This Contract shall be governed by the laws of the State of Missouri.

35. FAIR LABOR STANDARDS ACT COMPLIANCE

Respondent certifies that all goods to be supplied to the participating entities as a result of contracts awarded under this RFP were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

36. FUND ALLOCATION

- A. Continuance with any resulting agreement, contract or issuance of Purchase Orders after December 31st of the current calendar year is contingent upon the allocation of Jackson County funds for the next proceeding calendar year.
- B. Continuance of the contract beyond year one for the City is subject to the annual appropriation of funds by the City Council.

37. ASSIGNMENT AND SUBCONTRACTING - JACKSON COUNTY

Except for the furnishing and transportation of materials, the Respondent shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Respondent has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work, and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulation, E-Verify, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Respondent of their liabilities under this contract.

The Respondent shall give their personal attention to any portion of this contract which has been sublet and shall be responsible for its proper consideration.

The Respondent, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this RFP.

Respondent and every subcontractor or person performing or contracting to perform any duty contemplated by this RFP shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

38. LOCAL PREFERENCE - THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI

Additional Local Preference Evaluation Points: Respondents who believe they are eligible for local preference evaluation points must submit documentation showing clearly that their principal place of business is located in the School District boundaries, City limits of Kansas City, Missouri, Jackson County, Missouri and/or State of Missouri. Respondents that are located in those areas may be eligible to receive the following additional local preference evaluation points from one point to a maximum of 5 points:

- A. Respondents whose principal place of business is located in the School District will receive 2 additional points.
- B. Respondents whose principal place of business is located in the city limits of Kansas City, Missouri will receive 1 additional point.
- C. Respondents whose principal place of business is located in Jackson County, Missouri will receive 1 additional point.
- D. Respondents whose principal place of business is located in the State of Missouri will receive 1 additional point.

Any additional points attributed to local preference will be added to the total Respondent points from the listed Evaluation Criteria. The District reserves the right to request additional documentation from the Respondent(s), including, but not limited to, company formation documents and/or tax forms. Additional points are to be awarded at the sole discretion of the School District after determining whether sufficient documentation supports the point award.

39. DEDICATED SALES REPRESENTATIVE

The Successful Respondent shall provide one dedicated Sales Representative to service all of the participating entities on this RFP.

40. QUARTERLY BUSINESS REVIEW

The Successful Respondent shall set up a collective Quarterly Business Review with all of the participating entities on this RFP.

41. PAYMENTS

There will be no advance payments made any contract resulting from this RFP. Payment Terms will be Net 30 Days for all participating entities. There is a possibility of electronic payments with conditional discounts offered by Successful Respondent.

42. INVOICES

Invoices shall be sent electronically with a follow up hard copy.

43. COOPERATIVE PURCHASING

If awarded a Contract as a result of this RFP, the Successful Respondent shall sell under the prices and terms of this Contract to any Municipal, City, County, Public Utility, Hospital or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area. There shall be no obligation on the part of any member of such council to utilize this Contract.

44. SCHEDULING OF SERVICES

All of the participating entities on this RFP will be flexible and willing to work with the Successful Respondent on the timing and scheduling of services.

45. INDEPENDENT CONTRACTOR

Successful Respondent shall work as an independent contractor and not as an employee of the participating entities. The Successful Respondent shall be subject to the direction of the participating entities only as to the result to be accomplished and not as to the means and methods of accomplishing the result. The Successful Respondent shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the participating entities except as required by this Contract.

46. CONFIDENTIALITY

The Successful Respondent acknowledges and agrees that all participating entities information and records are confidential and will not disclose or make available this information or records to anyone outside the participating entities organizations unless authorized to do so in writing by the participating entities.

47. REPRESENTATIONS AND WARRANTIES OF RESPONDENT

The Successful Respondent hereby represents and warrants to the participating entities the following:

- A. Successful Respondent is in good standing under the laws of the State of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on the Successful Respondent's ability to perform this Contract in accordance with its terms.
- B. The execution, delivery and performance by the Successful Respondent of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Successful Respondent's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to Successful Respondent or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which Successful Respondent is a party or by which it or its properties may be bound or affected.
- C. Successful Respondent shall not enter into any contract for the services to the participating entities that purports to grant a security interest or right or repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- D. There is no litigation, proceeding or other investigation pending or, to the knowledge of the Successful Respondent, threatened against the Successful Respondent which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on the Successful Respondent.

48. TERMINATION FOR CONVENIENCE

The participating entities may, at any time upon fifteen (15) days written notice to Successful Respondent specifying the effective date of termination, terminate this Contract in whole or in part.

49. DEFAULT AND REMEDIES

- A. If Successful Respondent shall be in default or breach of any provision of this Contract, the participating entities may terminate this Contract, suspend participating entities' performance, withhold payment or invoke any other legal or equitable remedy after giving Successful Respondent ten (10) days written notice and opportunity to cure such default or breach.
- B. If participating entities shall be in default or breach of any provision of this Contract, Successful Respondent may terminate this Contract or suspend Successful Respondent's performance after giving the participating entities ten (10) days written notice and opportunity to cure such default or breach.

50. ACCEPTANCE

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

51. EMPLOYMENT ELIGIBILITY

The Successful Respondent, as a condition to the award of this Contract, must be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided to the participating entities, to the extent allowed by the E-Verify Work Authorization Program of the United States ("E-Verify"). Successful Respondent must affirm the same through sworn affidavit and provision of documentation, as well as sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided.

52. TAX EXEMPTION

The participating entities are tax-exempt entities. Any goods or services provided under this Contract shall also be exempt from any local, state or federal taxes.

53. COMPLETE AGREEMENT

Parties agree that any Contract resulting from this Request for Proposal, together with the Successful Respondent's response thereto constitute the complete and exclusive statement of the agreement between the parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this agreement.

54. IMPROPER BUSINESS RELATIONSHIPS

The Respondent shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between the Respondent; the participating entities; any employee, officer, director, or principal of the Respondent or the participating entities; and any other party. The participating entities reserve the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The participating entities also reserve the right to decide at their sole discretion whether disqualification of the Respondent and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the participating entities.

In the event the participating entities disqualify a Respondent based on an improper communication or relationship with participating entities' employees, and that Respondent's proposal would have otherwise been considered the lowest and best proposal, the participating entities reserve the right to select as the winning proposal the next lowest and best proposal that it deems responsive to the RFP.

SECTION III - SPECIFICATIONS AND DUTIES

01. COUNTY AND COURTS

- A. Jackson County, Missouri's estimated annual expenditure for Mail Services in 2010 will be over \$200,000.00 and it's annual volume will be 240,000.
- B. The 16th Judicial Circuit Court of Jackson County, Missouri's estimated annual expenditure for Mail Services in 2010 will be \$240,000.00 and it's annual volume will be 330,000.
- C. Daily Mail Pickup Schedule for both the County and Courts is:
 - 01. Approximately 12:30 PM and 4:30 PM daily at Room G-1 of the Kansas City Courthouse, 415 East 12th Street, Kansas City, Missouri;
 - 02. Approximately 4 PM daily at the Independence Annex, 308 West Kansas, Independence, Missouri;
 - 03. Approximately 4 PM daily at the Legislator's Office, 201 Lexington, Suite 201, Independence, Missouri;
 - 04. Approximately 4 PM daily at the Tech Center, 303 West Walnut, Independence, Missouri.
- D. All outgoing mail shall be presorted at the Successful Respondent's site. Mail shall be sorted to qualify for the United States Postal Services 1st Class, Automated Postage Rate, including, but not limited to, sorting to Postal Code sequence, bundling and labeling.
- E. Successful Respondent shall pick-up, sort and deposit mail at an appropriate United States Postal Services acceptance point on the same day as the pick-up; postmark must be the same date as the pick-up date.
- F. Successful Respondent will supply all outgoing mail trays/tubs/greenbags to all pick-up locations.
- G. Successful Respondent shall have United States Postal Services Official Depository Status.
- H. Successful Respondent's fees must be all inclusive, the County and Courts will not be subject to pick-up or drop-off charges.
- I. Successful Respondent will provide an invoice breakdown by department number and mail type (ie 1 oz standard, 2 oz standard, 3 oz standard, etc.) for each invoice presented. The Successful Respondent shall provide transmittal slips for this purpose.

- J. Successful Respondent will provide a weekly activity report, a Monthly Summary Report, and a quarterly business report outlining volumes, cost efficiencies realized and future improvements. Any non-conformances will be reported quarterly or as needed.
- K. Successful Respondent will provide customer service during working hours on business days.
- L. Successful Respondent's Issue Resolution Process will be simple and timely.
- M. Special Projects: The Successful Respondent will be required to manage all special mailings. Special Mailing will contain, but are not limited to, these components:
 - Presort (zip codes and addresses) and same day postage
 - Labeling and date stamping
 - Delivery to Post Office
 - Applying variable data and proofing

Successful Respondent will be required to receive data in an electronic format and properly manage the data to ensure 100% accuracy mailing.

- N. Confirmed Delivery Service: Successful Respondent must provide Confirmed Delivery Service which is a low cost, user friendly alternative to traditional (Certified Mail, UPS, FedEx, etc.) services. Confirmed Delivery Service works through a combination of internet technology and customized packaging to cut costs on traditional services. Respondent shall include information for their Confirmed Delivery Service in their response under "Proposal Format - Project Approach" and pricing for these options as detailed on the Quotation Sheet.

02. SCOPE OF SERVICES - CITY

- A. The City of Kansas City, Missouri's estimated annual expenditure for Mail Services in 2010 will be over \$750,000.00 and it's annual volume will be 450,000.
- B. The Successful Respondent will provide Mail Services, Mail Sorting and On Site Personnel Support for the City Hall Mail Room. The Personnel Support person shall have the authority to resolve customer service issues. Successful Respondent will provide Customer Service Support Monday through Friday from 8:00 AM until 5:00 PM.
- C. Suspicious Packages: Successful Respondent will turn over to Customer Security Services any mail piece of parcel that is deemed a "Suspicious Package".
- D. Incoming USPS Pickup and Delivery: Successful Respondent will retrieve mail from USPS Office at 300 West Pershing, Kansas City, Missouri between 8:00 AM and 9:00 AM, Monday through Friday. Mail will be returned to City Hall for sorting by 11:00 AM.

- E. Incoming USPS Mail: Successful Respondent will process all incoming USPS mail and parcels through the City Hall X-Ray equipment located on the Basement Level of City Hall. Any "Suspicious Packages" will be turned over to City Security Services.
- F. Incoming USPS Sort: Successful Respondent will sort all incoming mail and will deposit mail sorted to department level into existing City Hall Mail Box System.
- G. Incoming Research Mail: Successful Respondent will attempt to identify all Research Mail and deliver it to correct end user within 24 hours of receipt.
- H. Incoming Certified, Registered and Express Mail: Successful Respondent's personnel will notify recipients of all incoming Certified, Registered and Express Mail. Items will be held in secure mail room location until signed for and claimed by recipient. Documentation will be maintained by Successful Respondent.
- I. Outgoing USPS Mail: Successful Respondent will collect and stage all outgoing mail to be picked up daily by Successful Respondent for presort services and shall be post marked the same day. All mail will be affixed with departmental transmittal slip for tracking and billing.
- J. Incoming Express and Parcels: Any Parcels and Express shipped mail received by Successful Respondent will be logged as received (carrier, date/time, tracking number, recipient) and recipient will be notified. Documentation will be maintained by the Successful Respondent.
- K. Outgoing Express and Parcels: Any Parcels and Express packages to be shipped by the Successful Respondent will be processed the same day unless specified otherwise for shipment. Turn around times may have exceptions based on type of package. Successful Respondent will maintain a log of shipments (carrier, date/time, shipper and department).
- L. Successful Respondent will provide necessary quantities of transmittal, or presort, tickets by department. Presort tickets are used for tracking and billing mailing and postage by department.
- M. Successful Respondent will provide the City with monthly Presort and Postage reporting by department.
- N. Successful Respondent will assist the City in monitoring the usage and funds available in the City 1055 Permit (postage) account.
- O. Successful Respondent will provide a weekly activity report, monthly summary report and a quarterly business report outlining volumes, cost efficiencies realized and future improvements. Any non-conformances will be reported quarterly or as needed.

P. Mailer Education: Successful Respondent's personnel will make suggestions, as appropriate, to departments presenting mail on ways to reduce mailing cost or increase mailing effectiveness. All suggestions will be noted and follow up will be made for further discussions with presenting departments.

Q. Postal Regulation and Service Education: Successful Respondent will provide the City with customized mail information seminars in an effort to increase postal knowledge within City Hall. Knowledge of postal regulations and services available will aide in decreasing postage costs and increasing effectiveness of City Hall mail.

R. Special Projects: The Successful Respondent will be required to manage all special mailings. Special Mailing will contain, but are not limited to, these components:
Presort (zip codes and addresses) and same day postage
Labeling and date stamping
Delivery to Post Office
Applying variable data and proofing

Successful Respondent will be required to receive data in an electronic format and properly manage the data to ensure 100% accuracy mailing.

S. Confirmed Delivery Service: Successful Respondent must provide Confirmed Delivery Service which is a low cost, user friendly alternative to traditional (Certified Mail, UPS, FedEx, etc.) services. Confirmed Delivery Service works through a combination of internet technology and customized packaging to cut costs on traditional services. Respondent shall include information for their Confirmed Delivery Service in their response under "Proposal Format - Project Approach" and pricing for these options as detailed on the Quotation Sheet.

03. SCOPE OF SERVICES - THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI

A. The School District of Kansas City, Missouri's estimated annual expenditure for Mail Services in 2010 will be over \$200,000.00 and it's annual volume will be 286,000.

B. The School District of Kansas City, Missouri will require processing and delivery of the following: standard mail, flats, postcards, certified mail, restricted mail, signature and delivery confirmation mail, small packages, and pre-metered envelopes.

C. Optional Daily Mail Pick-up and Delivery for 63 locations, listed on Page 63 of this RFP.

- D. All outgoing mail will be presorted at the Successful Respondent's site. Mail will be sorted to qualify for the United States Postal Services Presort 1st Class, Automated Postage Rate, including, but not limited to, sorting to Postal Code sequence, bundling and labeling.
- E. The Successful Respondent will pick-up, sort and deposit mail at an appropriate United States Postal Services acceptance point on the same day as the pick-up; postmark must be the same date as the pick-up date.
- F. The Successful Respondent will supply all outgoing mail supplies (trays/tubs/bags) to all pick-up locations.
- G. The Successful Respondent will have United States Postal Services Official Depository Status.
- H. The Successful Respondent's fees must be all inclusive. The School District of Kansas City, Missouri will not be subject to pick up or drop off charges.
- I. Successful Respondent will provide a weekly activity report and a quarterly business report outlining volumes, cost efficiencies realized and future improvements. Any non-conformances will be reported quarterly or as needed.
- J. The Successful Respondent will provide the District with customized mail information seminars in an effort to increase postal knowledge within the District. These seminars should aid in decreasing postage costs and increasing effectiveness of the District's mail.
- K. Special Projects: The Successful Respondent will be required to manage all special mailings. Special Mailing will contain, but are not limited to, these components:
 - Presort (zip codes and addresses) and same day postage
 - Labeling and date stamping
 - Delivery to Post Office
 - Applying variable data and proofingSuccessful Respondent will be required to receive data in an electronic format and properly manage the data to ensure 100% accuracy mailing.
- L. Confirmed Delivery Service: Successful Respondent must provide Confirmed Delivery Service which is a low cost, user friendly alternative to traditional (Certified Mail, UPS, FedEx, etc.) services. Confirmed Delivery Service works through a combination of internet technology and customized packaging to cut costs on traditional services. Respondent shall include information for their Confirmed Delivery Service in their response under "Proposal Format - Project Approach" and pricing for these options as detailed on the Quotation Sheet.

SECTION IV - JOINT QUOTATION PAGE

Please Note: The fees quoted here shall be inclusive of all services, there will be no additional fees, other than quoted herein.

Pricing Sheets shall be in a separate, sealed envelope marked "Pricing" and included with your proposal. Pricing attachments shall only be included with the original proposal.

For the purposes of this Joint Quotation Page, "participating entities" shall mean Jackson County, the 16th Judicial Court of Jackson County, the City of Kansas City, Missouri and The School District of Kansas City, Missouri.

No.	Description	County/Courts	City	School District	Participating Entities
	First Class Mail				
01	Post Cards	\$	\$	\$	\$
02	Letters, 1 Ounce	\$	\$	\$	\$
03	Letters, 2 Ounce	\$	\$	\$	\$
04	Letters, 3 Ounce	\$	\$	\$	\$
05	Letters, 3.5 Ounce	\$	\$	\$	\$
06	Flats, 1 Ounce	\$	\$	\$	\$
07	Flats, 2 Ounce	\$	\$	\$	\$
08	Flats, 3 Ounce	\$	\$	\$	\$
09	Flats, 4 Ounce	\$	\$	\$	\$
10	Flats, 5 Ounce	\$	\$	\$	\$
11	Flats, 6 Ounce	\$	\$	\$	\$
12	Flats, 7 Ounce	\$	\$	\$	\$
13	Flats, 8 Ounce	\$	\$	\$	\$
14	Flats, 9 Ounce	\$	\$	\$	\$
15	Flats, 10 Ounce	\$	\$	\$	\$
16	Flats, 11 Ounce	\$	\$	\$	\$

No.	Description	County/Courts	City	School District	Participating Entities
17	Flats, 12 Ounce	\$	\$	\$	\$
18	Flats, 13 Ounce	\$	\$	\$	\$
19	Packages, 1 Ounce	\$	\$	\$	\$
20	Packages, 2 Ounce	\$	\$	\$	\$
21	Packages, 3 Ounce	\$	\$	\$	\$
22	Packages, 4 Ounce	\$	\$	\$	\$
23	Packages, 5 Ounce	\$	\$	\$	\$
24	Packages, 6 Ounce	\$	\$	\$	\$
25	Packages, 7 Ounce	\$	\$	\$	\$
26	Packages, 8 Ounce	\$	\$	\$	\$
27	Packages, 9 Ounce	\$	\$	\$	\$
28	Packages, 10 Ounce	\$	\$	\$	\$
29	Packages, 11 Ounce	\$	\$	\$	\$
30	Packages, 12 Ounce	\$	\$	\$	\$
31	Packages 13 Ounce	\$	\$	\$	\$
	Special Services				
32	Certificate of Mailing	\$	\$	\$	\$
33	Certified Mail	\$	\$	\$	\$
34	Restricted Delivery	\$	\$	\$	\$
35	Return Receipt - Electronic	\$	\$	\$	\$
36	Return Receipt - Mail	\$	\$	\$	\$
37	Signature Confirmation - Retail	\$	\$	\$	\$
38	Signature Confirmation - Electronic	\$	\$	\$	\$

No.	Description	County/Courts	City	School District	Participating Entities
39	Delivery Confirmation - Retail	\$	\$	\$	\$
40	Delivery Confirmation - Electronic	\$	\$	\$	\$
41	International Delivery Services	\$	\$	\$	\$
42	Monthly Fee for Staff Person - City Only	N/A	\$	N/A	\$

Optional Services - Optional Services will be utilized as needed by the participating entities:

Cost of Rejects \$ _____
 Delivery Charges for Additional Stops \$ _____
 Conditional Discount for electronic payment _____%

Describe any additional services offered by the Respondent, including the ability to duplicate, print labels, receive label lists via Internet, fold, stuff and seal envelopes, and ability to go to the United States Postal Services website and enter Certified Receipt Numbers to print a receiving copy via the Internet. Include the cost of these additional services on a separate pricing page.

Confirmed Delivery Service: Respondent shall include the pricing options for Confirmed Delivery Services on a separate pricing page.

SECTION V - CONTRACT NEGOTIATIONS

Upon selection of the successful Proposal, a Contract incorporating the Administrative Requirements, General Conditions, Specifications and Duties and any other provisions of this Request for Proposal and acceptable to both parties (Successful Respondent and participating entity) will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by the Evaluation Committee of the participating entities, fail to develop and execute and mutually agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the participating entities may reject the proposal and proceed to award the Contract to the next "best" respondent.

Standard contract forms will be utilized at the sole discretion of the participating entities. The contract documents used by the participating entities will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal, shall govern.

Respondent must agree to the following standard provisions:

Provision	Location in RFP
Exceptions	Section II, Item 24, Pages 13 and 14
Indemnification	Section II, Item 19, Page 12
Independent Contractor	Section II, Item 45, Page 18
Confidentiality	Section II, Item 46, Page 18
Renewal Terms	Section I, Item 4, Page 1; Section II, Item 13C, Page 10
Representations and Warranties of Respondent	Section II, Item 47, Pages 18 and 19
Governing Law	Section II, Item 34, Page 16
Termination for Convenience	Section II, Item 48, Page 19
Default and Remedies	Section II, Item 49, Page 19
Waiver	Section II, Item 10, Page 9
Acceptance of Payment	Section II, Item 50, Page 20
Affirmative Action	Section II, Item 18, Page 12; Section II, Item 32, Page 15
Tax Compliance	Section II, Item 20, Page 12; Section II, Item 21, Pages 12 and 13
Assignment and Subcontracting	Section II, Item 34, Page 16
Conflict of Interest	Section II, Item 33, Page 15
Intellectual Property Rights	Section II, Item 15, Page 11
MBE/WBE Goals	Section I, Item 8, Page 5
Tax Exemption	Section II, Item 52, Page 20
E-Verify	Section II, Item 51, Page 20
Annual Appropriation of Funds	Section II, Item 36, Page 16
Insurance Requirements	Section II, Item 19, Page 12

SECTION VI - REQUIRED FORMS

Pages 31 through 36 for the County: Affidavit, Compliance Report Form, Acknowledgment of Receipt of Addenda; Statement of No Bid; Insurance Requirements and Exceptions.

Pages 37 through 60 for the City: HRD Instructions, Contractor Utilization Plan/Request for Waiver, Timetable for MBE/WBE Utilization, Request for Modification or Substitution, Affidavit of Intended Utilization, Letter of Intent to Subcontract, Contractor Affidavit for Final Payment, Subcontractor Affidavit for Final Payment.

Pages 61 through 62 for the School District: Required Response Documents.

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ of the City of _____,
County of _____ State of _____

being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2009 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

_____ (Name of Respondent)
By: _____ (Signature of Affiant)
_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20 _____

NOTARY PUBLIC in and for the County of _____

SEAL) State of _____

My Commission Expires: _____

COMPLIANCE REPORT FORM

DIRECTIONS FOR COMPLETION: Please fill out this form completely. If a question refers to "past reports" and is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company (such as subcontractors) place "N/A" in the blank.

PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW

COMPANY DESCRIPTION:

A. Name of Company _____

B. Street Address _____

City _____ State _____ Zip Code _____ Telephone # _____

COMPANY STATISTICS:

A. Total Number of Employees _____

B. Total Number of Employees Who are: Women ___ Black ___ Hispanic ___ Oriental ___ American Indian ___
YES NO

C. Has your company advertised for applicants since your last report? _____
If so, attach a list of publications in which ads appeared, the dates of advertising and copies of such ads.

D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program? _____
If so, please attach a detailed report of such changes.

E. Has there been adjustments in your job prerequisites of your recruiting and intake procedures? _____
If so, please attach a detailed report of such changes.

F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? _____
If so, please attach a narrative description of such efforts.

G. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program? _____

List all MBE/WBE contractors/suppliers with whom you have contracted during this reporting period.

NAME OF MBE/WBE FIRM: _____

ADDRESS: _____

TELEPHONE #: _____

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: _____

Figures for Employment Analysis section of this report were obtained from:

a. Available Employment records - Yes ___ No ___

OR

b. _____

c. _____

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

Signature: _____

Name and Title (typed or printed): _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers _____ and this bid is submitted in accordance with information, instructions and stipulations set forth therein.

Signature of Bidder:	Date:
Company Name:	Phone:
Company Address:	Fax:
City, State and Zip:	

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse, Room G-1
415 E. 12th St.
Kansas City, MO 64106

NOTE: Please use a single envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to Request for Proposal No. 50-09 for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). _____

REMARKS _____

Company Name: _____
Signature: _____
Telephone: _____
Date: _____

EXHIBIT A

INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director (that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times: its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

EXHIBIT F

**RESPONDENT'S EXCEPTIONS
TO
GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS
OF JACKSON COUNTY, MO REQUEST FOR PROPOSAL NO. 50-09**

Respondent's attention is directed to Item 24 of the General Conditions on Page 2 13 and 14 of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the General Conditions, Specifications, requirements, and provisions of Request for Proposal No. 50-09 are requested by the undersigned Respondent: (Use additional pages as necessary)

Reference Paragraph # and Page #	Exception Requested

Name of Firm: _____

Signature of Respondent: _____

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 38-84 through 38-100.8, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
 1. Affidavit of Intended Utilization (HRD Form 13); and
 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 5. Request for Modification or Substitution (HRD Form 11); and
 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

A. Proposer must submit the following documents with its request for final payment under the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**
2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Additional Submittals.

A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VIII. MBE/WBE Participation Credit.

A. The following shall be credited towards achieving the goals, except as provided herein:

1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE; and
2. Subcontractor participation with a lower tier MBE/WBE subcontractor; and
3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a construction supplier who is not a manufacturer and who is a qualified MBE or WBE. If the MBE/WBE is a manufacturer of the construction supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.

B. **NO CREDIT**, however, will be given for the following.

1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
3. An MBE or WBE prime contractor's own participation in its contract with City; and
4. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.

A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8)

Warning: Efforts to obtain MBE and/or WBE participation made after a Contractor

Utilization Plan is submitted cannot be used to show the Proposer made good faith efforts.

B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:

1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow MBE and WBE firms to participate effectively.
2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow MBE and WBE firms to participate effectively.
3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
6. Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
7. Attempted to negotiate in good faith with qualified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include.
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any MBE/WBE, including the basis for any bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
2. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
 - g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.

- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals. (Applicable only if the RFQ/P is for a construction project)

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board on the following:
1. The grant or denial of a Request for Waiver;
 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor

Utilization Plan;

4. Award of a contract to or continued performance by a person who has violated the Act;
 5. Assessment of Liquidated Damages;
 6. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation in the contract.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. Mailing, faxing, personal delivery or posting at HRD of determinations or recommendations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the recommendation or determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of HRD which could have been timely appealed. Any opinion issued by the Fairness in Construction Board on an appeal from a recommendation of the Director of HRD is advisory only and will be conveyed to the appropriate committee of the City Council.

XII. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages — MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs

and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$324,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document Be sure to delete this note before printing]

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 38-83.1 through 38-83.13, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from HRD, a Proposer not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.
- C. The following HRD Forms are to be used for Construction Employment Program

submittals:

1. Project Workforce Monthly Report (HRD Form 00485.02)
2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

II. Required Monthly Submissions during Term of Contract.

A. Proposer must submit the following documents on a monthly basis if awarded the contract:

1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

IV. Methods for Securing Workforce Participation and Good Faith Efforts.

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:

1. For those Proposers that are not signatories to a collective bargaining agreement with

organized labor:

- a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
 - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and
 - b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and

- ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
 2. Recommendations by the Director to assess liquidated damages;
 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Proposer or Contractor believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination or recommendation and such person shall be estopped

to deny the validity of any order, determination, recommendation or action of HRD which could have been timely appealed.

VI. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

VII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of HRD or the Director's désignee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII Liquidated Damages — Workforce Program.

- A. If a Contractor fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, a sum as specified in the Contract may be deducted from the Contractor's payments as liquidated damages. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the construction employment goals are not met.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project) Department

(Bidder/Proposer)

STATE OF _____) ss
COUNTY OF _____

_____ of lawful age and upon my oath state, as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

PROJECT GOALS: _____ % MBE _____ % WBE

BIDDER/PROPOSER PARTICIPATION: _____ % MBE _____ % WBE

3. The following are M/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the Goals for the project: *(All firms must currently be certified by Kansas City, Missouri)*

a. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

b. Name of M/WBE Firm _____

Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a compilation of the above M/WBE dollar amounts and scopes of work:

MBE/WBE COMPILATION SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Contractor	Base Bid	Weighted Value*	% of Total Contract
_____	_____	_____		
_____	_____	_____		

7. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

TIMETABLE FOR MBE/WBE UTILIZATION

(This form should be submitted to the City after contract award.)

_____, acting in my capacity as _____
(Name) (Position with Firm)
of _____, with the submittal of this Timetable, certify that (Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and
true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT
(Check one only)

- | | | |
|-----------------------|----------|----------|
| 15 days | 75 days | 135 days |
| 30 days | 90 days | 150 days |
| 45 days | 105 days | 165 days |
| 60 days | 120 days | 180 days |
| Other _____ (Specify) | | |

Throughout _____ Beginning 1/3 _____
 Middle 1/3 _____ Final 1/3 _____
 Beginning 1/3 _____ Middle 1/3 _____
 _____ Final 1/3 _____

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.

(Signature)

(Position with Firm)

(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form must be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan)

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

Project Goals:	_____	% MBE
	WBE	
Goals listed in Contractor Utilization Plan:	% MBE	WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. _____ A substitution of the certified MBE/WBE firm _____
(Name of new firm)

to perform _____
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently (Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

perform the following scope of work: _____
(Scope of work of old firm)

b. _____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

_____ % MBE _____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

_____ % MBE _____ % WBE (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

- 4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

- 5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated:

(Bidder/Proposer/Contractor)

By: (Authorized Representative)

(Do Not Write in This Space: HRD Use Only)

Approved _____ Disapproved

Director of Human Relations

AFFIDAVIT OF INTENDED UTILIZATION

(This Form must be submitted with your Bid/Proposal)

(Department Project)

(Bidder/Proposer)

STATE OF _____)
_____) ss

COUNTY OF _____)

_____ of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS. _____ % MBE
 _____ % WBE

BIDDER/PROPOSER PARTICIPATION: _____ % MBE _____ % WBE

3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder's/Proposer's subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept Of Human Relations)*

- a. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____
- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____
- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (HRD 08)***.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

of

_____ (Title) _____ (Name of Bidder/Proposer)

Dated: _____ By: _____ (Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____
Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Number _____

Project Title _____

Letter of Intent to Subcontract

To: City of Kansas City, Missouri

Date: _____

_____ Department

Contract Amount: _____

Contract Goals: DBE _____ % MBE _____ % WBE _____

agrees to enter into a contractual agreement with
Prime Contractor

_____, who will provide the following goods/services
MBE/WBE Subcontractor

In connection with the above referenced contract:

_____ (scope)

for an estimated amount of \$ _____ or _____ % of the total estimated
contract value.

_____ is currently certified with the City of Kansas City
(MBE / WBE Subcontractor) Human Relations Department for the
function in the aforementioned capacity.

Prime Contractor

MBE / WBE Subcontractor

I intend to work on the above-named contract in accordance with the MBE/WBE Participation Section of
the City of Kansas City Bid/Proposal requirements contingent upon award of the contract to the
aforementioned Prime Contractor.

Signature: Prime Contractor

Signature: MBE / WBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)SS
COUNTY OF _____

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the OWNER on Project No. _____ and Project Title _____

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3. (✓) _____ Prevailing wage does not apply; or

(✓) _____ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (_____ %) Minority Business Enterprise (MBE) participation and (_____ %) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (_____) _____
IRS Number _____
Area/Scope* of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (_____) _____
IRS Number _____
Area/Scope* of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) Met or exceeded the Contract utilization goals; or
- (✓) Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$120,000.01, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____ before me

appeared _____, to me personally known to be the

_____ of the _____

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI

) ss:

COUNTY OF _____

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____ Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

City Certified MBE WBE DBE NA _____

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:	Subcontractor's Legal Name and Address
<input type="checkbox"/> Missouri Corporation	_____
<input type="checkbox"/> Foreign Corporation	_____
<input type="checkbox"/> Fictitious Name Corporation	
<input type="checkbox"/> Sole Proprietor	
<input type="checkbox"/> Limited Liability Company	Phone No. _____
<input type="checkbox"/> Partnership	Fax: _____
<input type="checkbox"/> Joint Venture	E:mail: _____
<input type="checkbox"/> Other (Specify)	Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____

(Signature)

(Title)

(Print Name)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20 _____

My Commission Expires: _____ By _____

Print Name

Title

REQUIRED RESPONSE DOCUMENTS

3.4 **Tab 4: Response Affidavit.** The Vendor must fully execute the affidavit below including notarization, and attach this affidavit under **Tab 4** of its bid/proposal

(To Be Completed, Signed, and Attached to Bid as Tab 4)
Affidavit of _____ [Name of Vendor]

State of _____)

County of _____)

I state that I am the _____ [title] of _____ [name of firm], and that I am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s) and amount of this proposal.

I hereby certify that the following statements are true and correct:

- _____ [name of firm] is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to either Kansas City, Missouri, or Jackson County, Missouri.
- No fictitious name of any entity or person has been used in this proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this proposal.
- _____ [name of firm] does not do business as or operate under any fictitious name, other than _____.
- No official, officer, or employee of the School District of Kansas City, Missouri, or their spouse, dependent child(ren), or any business with which they are associated, will receive any monetary benefit or financial gain with regard to this proposal or resulting contract.
- The prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other contractor, service provider, or any other competitor.
- Unless otherwise required by law, the prices in the proposal have not been knowingly disclosed to any other service provider or competitor, and will not be knowingly disclosed, directly or indirectly, prior to the proposal opening date and time.

- No attempt has been made or will be made by me or my firm to induce any other person, partnership, corporation, or entity to submit or not to submit a bid/proposal in response to this IFB/RFP for the purpose of restricting competition.
- My firm has only presented one proposal in response to this IFB/RFP.
- This bid is made in good faith.
- _____ [name of firm], its affiliates, subsidiaries, officers, directors, and employees have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this IFB/RFP, or to the competency of the service provider to perform under any resulting contract.
- _____ [name of firm], its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract, except as follows:

[Please explain]
- _____ [name of firm], its affiliates, subsidiaries, officers, directors, and employees have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.

I state that _____ [name of firm] acknowledges and understands that the above representations in this Affidavit are important and material and will be relied upon by the School District of Kansas City, Missouri, in awarding the contract for which this bid/proposal is submitted. I and my firm understand that any misstatement in this Affidavit shall be treated as a fraudulent concealment from the School District of Kansas City, Missouri, of the true facts relating to this bid/proposal. Any misstatement in this Affidavit will be grounds for termination of any resulting contract at the sole discretion of the School District of Kansas City, Missouri.

Sworn and subscribed to this _____ day of _____, 2010.

Signature:

Printed Name and Title:

Notary Public

My Commission Expires:

Name	Address	Zip Code	Office Hours
ACE Collegium @ SE	3500 E. Meyer Blvd	64132	7:10-2:10
Central (1200)	3221 Indiana	64128	7:10-2:10
East	1924 Van Brunt Blvd.	64053	7:10-2:10
Lincoln College Prep. (1220)	2111 Woodland Ave.	64108	7:20-2:20
Northeast	415 Van Brunt Blvd.	64124	7:10-2:10
Paseo	4747 Flora	64110	7:20-2:20
Southwest Early Coll Campus	6512 Wornall Road	64111	7:10-2:10
Westport	315 E. 39th Street	64111	7:10-2:10
Manual (1100)	1215 E. Truman Rd	64106	7:20-1:55
ACECC Middle Campus	6330 Swope Pkwy.	64132	7:10-2:10
KCMSA (3080)	4848 Woodland Ave.	64110	7:10-2:10
Lincoln College Prep. (1220)	2012 E. 23 St	64127	7:10-2:10
ACE Lower Campus	6410 Swope Pkwy	64132	8:20-3:20
Askew (4040)	2630 Topping	64129	8:20-3:20
Attucks	2400 Prospect	64127	8:20-3:20
Banneker	7050 Askew	64132	8:20-3:20
Border Star Montessori (5780)	6321 Wornall Rd	64113	8:20-3:20
Carver	4600 Elmwood	64130	8:20-3:20
Faxon Montessori	1320 E. 32nd Terr	64109	8:20-3:20
Foreign Language Academy	3450 Warwick	64111	9:30-4:30
Franklin	3400 Highland	64109	8:20-3:20
Garcla	1000 W. 17th St	64108	8:20-3:20
Garfield	436 Prospect	64124	8:20-3:20
Gladstone	335 N. Elmwood	64123	8:20-3:20
Hartman	8111 Oak	64114	9:30-4:30
Holliday Montessori	7227 Jackson	64132	8:20-3:20
James	5810 Scarritt	64123	8:20-3:20
M.L. King K-7	4201-A Indiana	64130	9:30-4:30
Knotts	7301 Jackson	64132	9:30-4:30
Ladd	3640 Benton	64128	8:20-3:20
Longan	3421 Cherry	64109	9:30-4:30
Longfellow	2830 Holmes	64109	8:20-3:20
McCoy	1524 White	64126	7:20-2:20
Melcher	3958 Chelsea	64130	8:20-3:20
Moore	4510 Linwood Blvd	64128	8:20-3:20
Northeast Elementary	4904 Independence Ave.	64124	9:30-4:30
Paige (5360)	3301 E. 75th St	64132	8:20-3:20
Phillips	1619 E. 24th Terr	64108	9:30-4:30
Pinkerton	6409 Agnes	64132	8:20-3:20
Pitcher	9915 E. 38th Terr	64133	9:30-4:30
Richardson	3515 Park	64109	8:20-3:20
J. A. Rogers Academy	6400 E. 23rd St.	64129	9:30-4:30
Swinney	1106 W. 47th St	64112	9:30-4:30
Trailwoods	6201 E. 17th St	64126	8:20-3:20
Troost	1215 E. 59th St	64110	8:20-3:20
West Rock Creek	8820 E. 27th St	64129	9:30-4:30
Wheatley	2415 Agnes	64127	9:30-4:30
Whittier	1012 Bales	64127	8:20-3:20
Woodland	711 Woodland	64106	8:20-3:20
Anderson	3850 Pittman Rd.	64133	7:10-2:10
Central Academy	3611 Linwood	64128	9:30-4:30
Delano	3708 Linwood	64128	8:20-3:20
Juvenile Justice Center (6030)	625 E. 26th St	64108	8:00-3:00
Teen-Age Parent Center	5419 E. 36th St	64128	7:10-2:10
Fresh Start-ABE Program	2121 Charlotte	64108	8:00-4:30
Douglas (7520)	2640 Bellview, Rm. 125	64108	8:20-3:20
Scarritt	3509 Anderson	64123	8:20-3:20
Weeks	4201 Indiana	64130	8:20-3:20
Facilities	800 East 21st Street	64108	8:00-4:30
Board of Education	1211 McGee, 5th Floor	64106	8:00-4:30
Post Office	601 E 12th Street	64106	