

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

Executive Search Services
Executive Director – Kalamazoo County Consolidated Dispatch
Authority

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Issued: February 24, 2015

**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES**

**Executive Search Services
Executive Director – Kalamazoo County Consolidated Dispatch Authority
Kalamazoo, Michigan**

The Kalamazoo County Consolidated Dispatch Authority (KCCDA) invites interested Firms to submit information regarding their experience, qualifications, and fees for providing Executive Search Services for the position of Executive Director of the recently created Kalamazoo County Consolidated Dispatch Authority of Kalamazoo, Michigan. The information submitted, including experience, qualifications, fee schedule, and information requested as part of this Request for Proposal will be reviewed for the purpose of selecting the successful firm. The Authority shall consider proposals for an amount not-to-exceed a specified dollar figure. The proposal submitted should cover any and all expenses related to the project.

The KCCDA reserves the right to reject any proposals or parts of proposals. The KCCDA also reserves the right to waive any irregularities, inconsistencies, negotiate or take additional appropriate action as determined by the KCCDA to be in the best interest of the KCCDA.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov.

Questions regarding the scope of work to be accomplished may be directed to Robert Beam, Chairman of the Board, KCCDA, at (269) 372-6633. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to City of Portage, Michigan - Purchasing Department at (269) 329-4534. Proposals may be mailed or delivered to the City of Portage Purchasing Department, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: Executive Search Services- Executive Director
KCCDA

FOR OPENING: 3:00 p.m., March 12, 2015

1 The Kalamazoo County Consolidated Dispatch Authority shall administer the RFP Process

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

1.2 Withdrawal of Proposals

1.2.1 Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

1.2.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

1.3 Opening of Proposals

1.3.1 Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in the cover page.

1.4 Proposal Form

1.4.1 Whenever forms are provided, each proposal shall be made on the form provided and shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.4.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the KCCDA will lie with the KCCDA. It is recommended that if an alternate proposal is to be suggested that the Firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable, the KCCDA reserves the right to reject the proposal.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.5 Non-Discrimination

1.5.1 Upon submission of a proposal, the Firm agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of

1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex, sexual orientation, or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

1.6 Contractor's Insurance

Proof of Insurance Coverage: The successful firm will also be required to furnish to the KCCDA, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the KCCDA at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile

Additional Insured: These coverages shall protect the firm, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The firm's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE AND KALAMAZOO COUNTY CONSOLIDATED
DISPATCH AUTHORITY, ALL ELECTED AND APPOINTED OFFICIALS, ALL

EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).

Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

Subcontractor Insurance: It shall be the firm's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

1.7 Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, at its sole cost and expense, shall indemnify and hold harmless the KCCDA and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Services or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Firm, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable. Provided, however, that the Firm shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of any Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the KCCDA or any consultants, agents, officers, directors or employees of the KCCDA by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract.

1.8 Representations

1.7.1 If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. All questions must be submitted in writing no later than 5:00 p.m., March 2, 2015 to Laurence Shaffer at ShafferL@portagemi.gov.

1.9 Project Information Sheet

1.8.1 Responsive proposals must include a fully executed interested party information sheet located in the document proposal. This document is self-explanatory.

1.10 Proposals

At a minimum, proposals shall include 14 copies of the following:

1.10.1 A project information sheet in format provided in the Request for Proposal package.

1.10.2 A complete description of search approach, recruiting strategy, process, steps and procedures.

1.10.3 References from 5 similar public or municipal searches performed over the past 2 years.

1.10.4 Names and biographies of consulting staff assigned to the project.

1.10.5 List of recent Firms executive search clients and the position recruited.

1.10.6 Description of corporate qualifications and relevant experience of the Firm.

1.10.7 Sample contract for services.

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in awarding of this professional service contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired.

1.11 Award Criteria

1.11.1 Qualifications of Firm, to include some public sector search experience.

- 1.11.2 Track record of success in similar search assignments.
- 1.11.3 Favorable pricing.
- 1.11.4 Favorable references.
- 1.11.5 Qualifications and experience of staff assigned to the search.

Award criteria are not necessarily listed in priority order.

Evaluation of the above criteria shall be the responsibility of the KCCDA. Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal presentation.

No contract is created until it is executed by all parties.

1.12 KCCDA and City of Portage Affiliation

1.12.1 The KCCDA shall be the sole and final decision-maker with regard to all aspects of the interview process, the type and weight given to any award criteria, the duties, responsibilities and compensation of a successful candidate and the substance of any employment agreement with such candidate.

1.12.2 The City of Portage is only acting as KCCDA's agent in an administrative capacity regarding the preparation of an RFP for Executive Search Services and collection of all proposals. The City will not have any contractual or legal relationship with any Firm submitting a proposal or any successful Firm.

2 **SCOPE OF THE PROJECT**

2.1 Purpose and Background

The Kalamazoo Consolidated Dispatch Authority (KCCDA) was created on October 30, 2014 and includes the City of Kalamazoo, the City of Portage, the County of Kalamazoo, the Charter Township of Kalamazoo, and Western Michigan University.

The KCCDA was formed with the intent of each entity within Kalamazoo County to merge its public safety dispatch operations into a county-wide Consolidated Dispatch Operation. On January 19, 1988, the Kalamazoo County Board of Commissioners adopted a 9-1-1 Service Plan for the County of Kalamazoo under the authority of Act 32 of the Public Acts of the State of Michigan of 1986, as amended (MCL 484.1101 et seq.), commonly referred to as the Emergency Telephone Service Enabling Act.

The 9-1-1 Service Plan involves five (5) Public Safety Answering Points (PSAPs) consisting of the County of Kalamazoo, the City of Kalamazoo, the City of Portage, the Charter Township of Kalamazoo, and Western Michigan University for the purpose of receiving 9-1-1 calls and dispatching public safety response services as appropriate.

The KCCDA is an efficient and non-duplicative way of providing cost effective and efficient response to public safety emergency services, including the dispatch of emergency police, fire, and medical services within Kalamazoo County. The KCCDA is charged with the responsibility of ultimately operating a central communications system for participating Local Governmental Units and the County and other supporting agencies or entities as determined by the Governing Board of Directors. Now in operation, the KCCDA is expected to proceed with urgency, to identify and hire an Executive Director to serve as the KCCDA's Chief Administrative Officer who shall serve as an At-Will employee of the Board.

The Director shall be responsible for all those duties as determined by the KCCDA's Governing Board of Directors ("Board"), which generally will include the following responsibilities:

1. To hire, employ, discipline, and discharge personnel of the KCCDA in accordance with such policies and guidelines the Board may set.
2. For the day-to-day operations of the Dispatch Center in accordance with such policies and guidelines the Board may set.
3. To prepare and submit a proposed annual budget to the Board in a time frame established by the Board.
4. To keep an accurate accounting of the financial operations of the KCCDA and to report, on no less than a monthly basis, to the Board regarding the financial condition of the KCCDA and its operations.
5. To prepare and post the Agenda of, and Notice to, all Board and Committee meetings.
6. To cause the minutes of all Board and Committee meetings to be kept and distributed to each member of the respective Board and Committee.
7. To consult and work with the Committee regarding the acquisition, maintenance, replacement, and use of equipment.
8. To carry out such other duties as the Board may assign to the Director.

2.2 The selected Firm will work with the KCCDA to provide, at a minimum, the following level of services:

2.3 Work with the KCCDA to establish a timeline for the recruitment of the Executive Director.

2.4 Plan and execute an effective recruitment process for the position, using the job description provided, including skills, competencies and experience requirements approved by KCCDA as a guide. The process should include a strategy for recruiting a diverse applicant pool.

- 2.3 Provide KCCDA with at least 6 and no more than 10 qualified candidates for the Executive Director position. All candidates presented must be thoroughly pre-screened for their ability and desire to relocate to the region (if necessary), salary expectations, and fit for provided skills, competencies and experience requirements.
- 2.6 Assist the KCCDA with selection of candidates to interview.
- 2.7 Assist with the interview process including assessment of candidate's interest following each interview and making recommendations as requested.
- 2.8 Complete reference checking process for finalist candidate prior to an offer being presented. Reference checking process will include thorough references from three previous supervisors, background checks and verification of academic credentials.
- 2.9 Assist with the development of a compensation package for the successful candidate, managing the negotiation process with the candidate through to acceptance of the offer.

3 **CONSULTANT RESPONSIBILITIES AND TASKS**

3.1 Extra Services

During the period of this contract there may be occasions when extra services are required which is not part of this contract. The Firm shall indicate the hourly rate to be paid for extra work on Section 4.5 of the Project Information Sheet. Rates for any expense items related to extra services shall also be indicated on the Project Information Sheet (i.e., copy/duplication, telephone calls, lodging, mileage, etc.). The hourly rates provided shall be inclusive of all labor, overhead, and profit. Costs for services provided in these situations will be negotiated at the time of each occurrence and will be based on the rates quoted. Any such work must have pre-approval of the City contract administrator. The KCCDA will not be responsible for additional invoices for work or materials that did not have written pre-approval from KCCDA.

3.2 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as KCCDA employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any KCCDA/Kalamazoo County fringe benefit programs.

3.3 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity within a reasonable time frame which will be mutually established and agreed upon by the KCCDA and the Executive Search Firm. Firm agrees to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time.

The KCCDA will evaluate the Executive Search Firm proposals, in part, based upon the Firm's stated ability to meet an expedited schedule to recruit, identify, interview, research and select suitable candidates for the KCCDA to review.

Request for Proposals due.....March 12, 2015

3.4 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the KCCDA's Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the KCCDA's Contract Administrator, shall, at the written request of the KCCDA's Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the KCCDA's Contract Administrator.

3.5 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, County Ordinances, as well as all other bodies having jurisdictional authority.

3.6 KCCDA Contract Administrator

The Chairman of the KCCDA or his designated representative shall be the KCCDA Contract Administrator. The KCCDA Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.7 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Lead who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Lead shall have fully authority to act on behalf of the Firm and all communications given to the Project Lead shall be as binding as if given to the Firm. The Project Lead shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.8 Payment Terms

The Firm shall be paid in three equal installments. The first installment shall be paid upon execution of the contract. The second installment shall be paid thirty (30) days from the date of the execution of the contract. The third installment shall be paid upon acceptance of an offer of employment by a Candidate.

3.9 Billing and Payment

The Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The KCCDA will not pay any interest penalties for late payments.

3.10 Guarantee

In the event that the Candidate hired resigns or is terminated with or without cause within one (1) year from the date of hire the Firm will, upon notice from KCCDA within thirty (30) days of the date of resignation or termination, provide Services to replace the Candidate for no additional Fee.

3.11 Non-Solicitation

Firm expressly agrees not to solicit or otherwise recruit any employees of the KCCDA and its participating entities during the term of the contract, and any extensions thereof, and for a period of three (3) years thereafter.

3.12 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the KCCDA Contract Administrator.

3.13 Termination for Convenience

This Contract may be terminated by the KCCDA upon not less than 15 days written notice to the Firm. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed to date, in accordance with the terms of the Contract. Termination not the fault of the Firm shall not give rise to any claim against the KCCDA for damages or for compensation in addition to that provided under this Contract. Such pay so made to the Firm shall be in full settlement for services rendered pursuant to this Contract.

3.14 Termination for Default

The KCCDA may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract; (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to adequately perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

4 **PROJECT INFORMATION SHEET**

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

_____Sole Proprietor _____Partnership _____Corporation

_____Other (please explain) _____

4.2 Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

_____Yes _____No

If yes, please explain (use additional Page)

4.4 Is your Firm up for sale? _____Yes _____No

If yes, please explain (use additional page).

4.5 If it becomes necessary to perform extra work as defined in Section 3.8, the following hourly rates will apply:

4.5.1 Owner/Partner: \$ _____ /hour

4.5.2 Professionals: \$ _____ /hour

4.5.3 Clericals: \$ _____ /hour

4.5.4 Others (Please Identify) _____ \$ _____ /hour

Rates quoted should be inclusive of all expenses including, but not limited to personnel services, fringe benefits, overhead, and profit required by the Firm.

4.5.6 Please list any expense rates that may apply to extra work. If no expense rates are indicated, no expenses will be allowed. Expenses and Charge Back Rates:

4.6 Subcontractors

4.6.1 Do you propose to use any subcontractors to perform work in accordance with this proposal? Yes No. (If yes, please identify subcontractor and work to be performed.

4.7 A Project Information Sheet (14 copies) and a Request for Proposal Cost Page (14 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

Yes No If answer is no, please explain.

4.8 The award of the contract for professional services is based upon the scope of work listed in RFP. Is this document, as proposed, acceptable to you if you were to be awarded the bid? Yes No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

4.9 Section 3.3 establishes a tentative timeline for this project. Can your Firm implement the project fully and professional within the timeline outlined?

Yes No.

If no, please explain why the timeline cannot be met and provide a timeline below that addresses the major landmarks addressed in Section 3.3 {use additional Page(s) if necessary}.

- 4.10 Attach a list of 5 similar searches performed over the past 2 years. Include position filled, name of organization and contact person, along with their email address and phone number (s).
- 4.11 What corporate qualifications does your firm bring to this search?
- 4.12 Provide a complete description of your search approach, methods of recruiting qualified candidates, processes, steps and procedures.

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 4.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: _____

BY: _____
(Signature)

NAME: _____
(Please Print

POSITION: _____

TELEPHONE: _____

E-MAIL: _____

5 **REQUEST FOR PROPOSALS**

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the Kalamazoo County Consolidated Dispatch Authority (KCCDA) in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE KCCDA ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", for the total sum of:

_____ \$ _____
(in words)

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the KCCDA. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the KCCDA that would tend to destroy or hinder free competition.

No contract is created until it is executed by all parties.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

Telephone: _____

E-Mail Address: _____