



**CITY OF
COVINGTON
KENTUCKY**

CITY OF COVINGTON, KENTUCKY REQUEST FOR PROPOSAL

Comprehensive Payroll & HR Platform

**Issue Date:
December 4th, 2018**

**Issuing Department:
FINANCE DEPARTMENT
20 WEST PIKE STREET
COVINGTON, KY 41011**

INDEX

I. ADVERTISEMENT 3

II. TIMELINE OF EVENTS 4

III. STIPULATIONS AND REQUIREMENTS 5

IV. SCOPE OF WORK11

V. PROPOSAL FORMAT..... 16

VI. EVALUATION CRITERIA 18

VII. SELECTION PROCEEDURES 20

VIII. ADDITIONAL INFORMATION21

ATTACHMENTS

NON-COLLUSION AFFIDAVIT 23

CAMPAIGN FINANCE AFFIDAVIT 25

I. ADVERTISEMENT

Comprehensive Payroll and HR Platform

The City of Covington, Kentucky (“City”) invites proposal from qualified, competent, knowledgeable, and experienced providers that provide the services outlined in this Request for Proposal (“RFP”), in compliance with all applicable laws and regulations. Companies submitting responses must be prepared to enter into an agreement (“Agreement”) for the provision of requested services and goods as set forth in this RFP.

Issue Date: **December 4th, 2018**

RFP Title: Comprehensive Payroll & HR Platform

Issuing Department: City of Covington
Finance Department
20 West Pike Street
Covington, KY 41011

Contact: Allison Hudson
Procurement Officer
(859) 292-2178
AHudson@covingtonky.gov

Proposals must be submitted in a sealed envelope plainly marked on the outside **"SEALED PROPOSAL FOR Comprehensive Payroll & HR Platform- DO NOT OPEN WITH REGULAR MAIL."**

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department
First Floor Window
City Hall
City of Covington
20 West Pike Street
Covington, Kentucky 41011

RESPONSES MUST BE SUBMITTED BY: 10:00 a.m. on January 3rd, 2019. A submission received after this date and time will be considered non-responsive.

REVIEW: Pursuant to KRS 45A.370, the evaluation of proposals and making any awards shall be conducted using competitive negotiation. Any final award shall be based upon the criteria set forth below, and shall include the preference for residential bidders in KRS 45A.494 where required. The City of Covington finds that selection based upon competitive negotiation is necessary based upon the finding that specifications cannot be made sufficiently to permit an award on the basis of the lowest bid price or lowest evaluated bid price. The Board of Commissioners reserves the right to reject any and all proposals.

II. TIME LINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Issuance of RFP; Solicitation for Proposals	December 4 th , 2018
Deadline for Vendor Questions or Clarification.	December 20 th , 2018. Modification/ answers shall be posted by December 21 st , 2018, via www.covingtonky.gov .
Deadline for Submission	10:00 a.m., January 3 rd , 2019.
Anticipated Award Date	Contingent upon Commission Approval

III. STIPULATIONS AND REQUIREMENTS

The City of Covington has prepared this RFP to solicit responses from qualified vendors who provide access to comprehensive payroll and HR platforms, and associated services.

1. General Information

The City is a Kentucky Home Rule class City. The executive and legislative authority is vested in the Board of Commissioners, which consists of the Mayor and four Commissioners. The City Manager is the chief administrative officer and is responsible for day-to-day operations. The City Manager is assisted by an Assistant City Manager for Administration, in addition to various department heads and City staff. The City operates a full-service Fire Department, with associated EMS services, as well as a full-service Police Department. Additional City departments include: Department of Public Works, Neighborhood Services Department, Department of Economic Development, Administration Department, Legal Department and Finance Department. The City maintains an approximate employee count of 400+ employees comprised of elected officials, full-time employees, part-time employees and seasonally based employees.

The City, and its full-time employees, are currently enrolled in the Kentucky Retirement Systems pension system. Prior to that transition, the City maintained and administered two pension programs, the City Employees' Retirement Fund and the Police & Fire Retirement Fund. Although City employees are no longer for enrollment in these funds, the City still acts as the Administrator for existing members and facilitates monthly disbursements in accordance with Fund requirements. Additional, City information is detailed with the 'Scope of Work,' of this request.

2. Proposal Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date**. The City in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

3. Revisions

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication on the City's website, www.covingtonky.gov. The City is not bound by any oral representations, clarifications, or changes made by any City employee, unless such clarification

or change is provided to all Respondents in written addendum from an authorized representative of the City.

4. Anti-Discrimination Statement

The City expressly prohibits discrimination of any kind or manner. The City does not discriminate against any individual or vendor based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status. City of Covington Code of Ordinances § 37.01.

5. References and Experience

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) references in which they have provided similar or related services. References shall need to include at a minimum: company name, address, telephone number and contact person. Responding parties agree to authorize the City to verify references provided, so as to determine quality and manner of previous work performed.

6. Compliance with Laws

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Proposal.

7. Deviations from Specifications

All deviations from requested specifications must be clearly stated in your Proposal. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

8. Duration of Proposal

All Proposals shall remain valid without material change for at least ninety (90) days after the Proposal due date.

9. Terms of Proposal

The City requests to view pricing information for services from qualified vendors who can provide and meet all specified requirements of this Proposal for a (3) three year period, with the option of (2) two, singular year renewals to be exercised at the City's sole discretion. For a total engagement period not to exceed (5) five years. The City is not bound by the terms of this Proposal and may choose to alter the length of the contract at any time during the negotiation process or any time prior to contract execution.

10. Subcontracting

The City is seeking responses from full-service providers. The requirements of this Proposal shall not be subcontracted to other agents, absent express written agreement from the City permitting such assignment.

11. Insurance Requirements

A. **Policies, Coverages, and Endorsements.** Respondent agrees to maintain, at its sole cost and expense, the following insurance policies with minimum coverage and limits required by the Commonwealth of Kentucky. Prior to an award of contract Respondent will be asked to name the City (its officers, agents and employees) as ‘Certificate Holders’ on the original policy and all renewals or replacements during the term of the agreement.

a) Commercial General Liability

- (1) Each Occurrence \$1,000,000
- (2) General Aggregate \$2,000,000

B. **Worker’s Compensation.** Responses to this Proposal will serve as an affirmation that Respondents are in compliance with the Commonwealth of Kentucky’s requirements for Worker’s Compensation Insurance, KRS Chapter 342. Should Respondent receive an award of contract and enter into an agreement with the City, the Respondent confirms their ongoing compliance with KRS Chapter 342 throughout the lifetime of their agreement with the City.

C. **Subrogation.** Vendor agrees to a waiver of subrogation to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents and employees. An endorsement should be furnished to the City upon request, and prior to an award of service.

D. **Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the City must be listed as the ‘Certificate Holder’ and which should be furnished to the City upon request, and prior to an award of service.

E. **Cancellation.** All relevant Vendor policies, including worker’s compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the City of cancellation, nonrenewal and reduction in coverage. Mailed to: City Solicitor, 20 West Pike Street, Covington KY 41011.

12. Indemnification

Respondent shall agree to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties.

13. Non-Compliance with Proposal

It is understood and agreed upon by all parties, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this Request for Proposal, and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a. Cancel the contract in its entirety; OR
- b. Require the Vendor to provide the services as stated in this Proposal at the proposed price.

12. Response Request Disclaimer

This Request for Proposal does not commit the City to enter into a contract, or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

13. Conflicts of Interest Prohibition

By submitting a response, Respondent certifies that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks in KRS 45A.455, which are set forth herein as follows:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an

arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

14. Affidavits

Each Respondent must complete and submit the attached Non-Collusion and Campaign-Finance affidavits with their proposals.

15. Claims against the City

In consideration of the right to respond to this RFP, Proposer, waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any.

16. Governing Law

This RFP and any agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this RFP shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

IV. SCOPE OF WORK

The City is seeking a Vendor to provide a comprehensive platform for payroll management, timekeeping, and human resource administration as outlined in each section below.

1. City of Covington – Customer Overview

The City shall be responsible for the input of employee information, employee time and individual deductions; starting, editing, and closing payroll processes; processing monthly invoices for benefits; and input of relevant applicant information;

Current servicer payroll functionalities include: submitting direct deposit and tax withholdings monies to the authorized financial institution or taxing agency, printing checks and direct deposit advices, reconciling and printing W2s, quarterly 941 filing, state and local payroll tax reporting, and reporting and payment of wage garnishments. Current servicer HR functionalities include: maintaining federal and state compliance obligations for employee benefits, benefit administration through an online platform, employee self-service portal and applicant tracking w/ background checks. Current servicer time and attendance functionalities include: employee time entry with direct import into payroll, PTO tracking and management, ability to request PTO through online portal.

- Approximately 400 employees, all paid bi-weekly.
- 300 FT employees + elected officials/ 100 PT employees.
- 3 unions: FOP, Local 38 & AFSCME.
- Member of the Kentucky Retirement System: County Employees Retirement System which has system-specific monthly and annual reporting requirements.
- Additional payroll services:
 - Monthly pension payrolls.
 - Monthly public safety specific payrolls.
 - Bi-Annual Holiday Pay Runs for public safety personnel.
 - Various employee earnings/ reimbursement w/ varying tax applications.

2. System Availability

The following services must be web-based, accessible 24-7, from both the City's network and remote locations:

- HR and Payroll Administration Applications.
- Time and Attendance/Labor Management Services.
- Employee/Manager/Administrator Self Service.
- Reporting Services.

3. General Requirements

- Single-source, fully integrated database.
- Highly configurable platform and modules.

- Customizable, single report writer for all aspects of the system.
- Ability to convert reporting to Excel and PDF.
- Option for 100% paperless processing.
- On-site training for administrators.
- On-going user training.
- Dedicated account team.
- Ability to migrate historical information from existing HRIS (Paycor) to the new system.
- System auditing abilities (approved/denied transactions, data changes, etc).
- SaaS or PaaS platform. Cloud based accessibility.
- Must have employee self-service/ accessibility portal with coordinating mobile access.
- System wide analytics the City can utilize to evaluate various measurements.
 - Request for Information:
 - How is system development and growth handled?
 - How are enhancements tested and implemented?
 - How large is your customer base? How many of those customers are public based entities? (schools, governments, non-profits).
 - How is customer service structured?

4. Interfaces

- Ability to interface with a third-party system for which the vendor does not have a standard interface. Describe the architecture/tools/processes that would be followed to complete the interface.
 - Request for Information:
 - Do you support custom interfaces? (Example: Interface with financial accounting software for automatic posting of payroll amounts to the general ledger.)
 - Do you have specific integration capabilities with the Commonwealth of Kentucky's Retirement System?

5. Human Resource Requirements

- Vendor shall provide comprehensive HR administration and management services through an easy-to-use platform. The application should include the following:
 - Vendor employee self-service portal, which allows employees to make online personal information changes and review current benefits.
 - Maintain simple query abilities, without required knowledge/training. Point and click option for report fields.
- Vendor shall administer the following program/ compliance requirements for the City: benefit administration through online enrollment, COBRA administration and ongoing ACA compliance.
- Vendor shall be able to provide the following functionalities
 - Document management and online administration of simple personnel forms.

- Performance review and/ or 360-employee evaluation capabilities.
- Employee education and training module.
- Applicant tracking with coordinating background check administration.
- Employee onboarding and exit interviews.

6. Payroll System Requirements

- Vendor shall provide comprehensive payroll administration and management services through an easy-to-use platform. The platform should maintain the following capabilities:
 - Unlimited earnings codes, deduction codes and direct deposits.
 - 24/7 secure employee access to check history and W2s, including current and historic.
 - Ability to interface with time and attendance platform so as to: import time entry into a pay run and maintain accurate benefit accruals or uses.
 - Ability to administer pay period deductions/use, and calculation of balances at the end of each pay period.
 - Ability to allocate individual employees' salaries to multiple General Ledger account codes.
 - Easy-to-use, high-performance, reporting capabilities. Report customization should be standard to customer engagement, and provided at no additional cost.
 - Ability to interface with the City's accounting software via an excel export.
- Vendor shall administer the following functionalities of the payroll process:
 - Submission of qualified direct deposit information to authorized financial institutions. Submission of qualified tax information to appropriate taxing agency.
 - Payroll tax reporting and filing for Federal, State and local jurisdictions.
 - Reconciliation and reporting of employee W-2s. Reconciliation and reporting of 1099-Rs.
 - Maintain accurate reporting information for wage garnishments and 3rd party benefits.

7. Timekeeping System Requirements

- Vendor shall provide access to a comprehensive time and attendance module. The module should maintain the following capabilities:
 - Access to employee portal which permits employees to make online requests for use of vacation, sick, or compensatory leave, and view current benefit balances.
 - Manager's ability to view all time off requests in a single calendar view.
 - Electronic time sheet approval.
 - External e-mail notifications when items are pending manager's approval.
 - Complete integration into payroll processing.
 - Ability to handle shifts which cross over midnight/ 12a.m., also referred to as the midnight divide.
 - Web administered time clocks and hardware terminals.

- Labor allocation capabilities based on jobs/ projects.
- Sophisticated reporting abilities, with the ability to customize reports as needed. Ability to assign reporting functionalities to various levels of users, i.e. *managers*.
- Vendor shall administer the following functionalities of the time and attendance management process:
 - Set up of PTO accruals based on employee classification.

8. Maintenance Agreement/System Upgrades

- Proposals must specify the process involved in system upgrades.
- Proposal must specify if the cost of system upgrades are included in the basic agreement or if there are additional fees.
- Proposal must specify if training is provided when an upgrade is put into place.
- Proposal must specify whether customization is available to customers without incurring additional fees. This may include, but is not limited to, custom reports, custom input fields, etc.
 - Request for Information:
 - How frequently are your systems updated with new features and/ or enhancements?
 - How are customers notified of system upgrades or enhancements?

9. Sales and Service Support

Proposals must detail the specifics of both sales and service support, and what role each team would play. *One contact for all support needs would be preferred.* Vendor should describe their customer service structure in detail, including names of personnel who would be assigned to the City support team. Please provide the address and telephone number for the sales & service office located closest to Covington, KY.

10. Technical Support & Security

Proposals must detail the technical support available to customers. *One contact for all support needs would be preferred.* Please provide the address and telephone number for the technical support office located closest to Covington, KY.

Vendor must adhere to industry standard security and technological protections. This includes Safe Harbor privacy principles, participation in SOC 1 examinations, and (ISO/ IEC 27001:20013) or (SAS 70 Type II) certifications. Vendor must have a clear plan of action should private information be compromised, as well as a coordinated disaster recovery plan.

- Request for Information
 - Does Vendor participate in independent and routine security audits?
 - What are the procedures associated with a breach of security?

- Has the Vendor experienced a breach previously? If so, please describe the nature of the breach.

11. Pricing

The City is seeking a contract term of (3) three years with the option of (2) two, singular year renewals, for a total contract term not to exceed (5) five years. Please make sure to include detailed costs for the first term and all renewals, including any cost escalators.

- Request for Information
 - Describe your pricing structure and the methodology associated with billing?
 - Describe, in detail, all services to be included with associated costs quoted. Inclusive of implementation costs and subscription fees.
 - Describe common or typical “add-on” or “additional costs” that are incurred by existing clients, provide examples if available.

V. PROPOSAL FORMAT

Proposals shall consist of one (1) signed original and four (4) copies, submitted in a sealed envelope plainly marked "**SEALED PROPOSAL FOR COMPREHENSIVE PAYROLL & HR PLATFORM - DO NOT OPEN WITH REGULAR MAIL.**" **City requests Respondents to include a digital copy of their Proposal, via a USB drive or compact disc, to be submitted with their physical Proposal submission.**

Proposals shall consist of the following:

1. **A Letter of Transmittal.** Which includes (a) the name of the company, (b) a contact person, (c) the names of individuals authorized to negotiate with the City, (d) current address (e) telephone number, (f) email address, and (g) the signature of an authorized representative of the Respondent.
2. **A Table of Contents.** Indicating the page where each section begins.
3. **Ownership Information, Qualifications & References.** Should identify how the company is owned; the year the company was established; the former name(s) of the company, *if applicable*; and the state in which the company is incorporated. This section should also include company, and team specific, qualifications; and references to other companies and/or public entities for which the Respondent has provided similar services. Respondent should include relevant contact information for a minimum of (3) qualified references (see Section III(5) for additional reference requirements).
4. **Proposal Response.** Should include detailed description of proposed product, including any additional features that go above and beyond the requested specifications. Should detail how all requested specifications will be met and/or exceeded. Respondents may detail more than one option of product that, at a minimum, fulfills the specifications requested. Responses should include an anticipated timeline of implementation. Responses should also include detailed information about Vendor's customer service structure and customer accessibility to support.
5. **Pricing.** Respondent should include a complete cost and fees breakdown of all proposed products. Total proposed pricing should be inclusive of licensing, installation, training, conversion/ testing, and any other associated costs. Pricing should be listed for all (5) five years of the proposed contract term. ***The City of Covington, Kentucky is exempt from sales and use tax as a certified governmental entity, our official tax exemption certificate can be provided upon request.***

6. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.
7. **Notice of Deviation.** *If applicable.* Deviations from the requested product specifications must be expressly disclosed. Proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

VI. EVALUATION CRITERIA

1. Mandatory Criteria

The City will only consider proposals from Respondents who:

- A. Can demonstrate a proven history of successfully and reliably providing similar services, and products, to similar entities.
- B. Are in good standing with the City, as that term is defined in Commissioners’ Ordinance No. O-11-06.
- C. Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.
- D. Can demonstrate substantial compliance with this Request.

2. Evaluation Criteria

Respondents meeting the mandatory criteria will have their Proposals evaluated and scored based on the below criteria, with consideration of the preference for residential bidders as prescribed in KRS 45A.495 (where required). Award will be made to the Respondent whose Proposal is determined to be the most advantageous to the City. The following criteria shall be used to determine the most-qualified, evaluated Proposal:

Respondent’s technical expertise as compared to its competitors.	25 points
Respondent’s degree of software functionality and ease of use as compared to its competitors.	25 points
Respondent’s degree of ongoing customer support, training and assistance as compared its competitors.	25 points
Respondent’s pricing and delivery timeline as compared to its competitors.	25 points
Total	100 points

3. Oral Presentations

Written or oral discussions shall be conducted with all responsible Respondents who submit Proposals determined in writing to be reasonably susceptible of being selected for award. Such presentations will provide firms with an opportunity to provide a demonstration of software and answer any questions

the City may have as to their submitted Proposal. Not all firms may be asked to make such oral presentations.

4. Right to Reject Proposals

Submission of P proposal indicates acceptance by the Respondent of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the submitted response and confirmed in the contract between the City and the Respondent. The City reserves the right, without prejudice, to reject any or all Proposals.

VII. SELECTION PROCEDURES

1. The Selection Committee

The Selection Committee shall be comprised of at least (3) and up to (7) City staff and/ or delegates. Those delegates shall include at a minimum:

1. The City Manager, or his qualified Designee.
2. A Designee from the City's Finance Department.
3. A Designee from the City's Legal Department.

2. Selection Process: (see Time Line of Events)

Respondent Questions. City shall answer any questions that Respondents may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Allison Hudson, Procurement Officer, at AHudson@covingtonky.gov. All answered questions shall be made available via the City's website, www.covingtonky.gov. It shall be Respondent's obligation to reference the City's website, prior to submission of a Proposal. It is each Respondent's responsibility to read this RFP in its entirety, and fully acquaint themselves with the scope of services outlined herein. The failure of the Respondent to do the foregoing does not relieve the Respondent from any obligation with respect to the bid Proposal submitted. If any Respondent is in doubt as to the true meaning of any part of the specifications, the Respondent should submit a written request for an interpretation.

Award. Award shall be made to the Respondent whose Proposal is determined in writing to be the most advantageous to the City based upon the evaluation factors set forth herein, and the reciprocal preference for resident bidders required by KRS 45A.494.

3. Negotiation of Award.

After the Selection Committee makes a final determination, the Awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure by any Respondent to timely respond or come to terms with the City will be cause for a rejection of the Proposal.

VIII. ADDITIONAL INFORMATION

1. Modifications

The City reserves the right to modify this RFP through written addendum at any time prior to the RFP deadline for any reason. All modifications shall be issued to the City's website, www.covingtonky.gov, prior to the deadline for submissions.

The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Proposal, the City will attempt to notify all prospective submitting entities via a public notice, and the addenda shall become a permanent part of the Proposal; It shall be the responsibility of each submitting party, prior to submitting a Proposal to review the Request details at www.covingtonky.gov, to determine if any addenda were issued and to make such addenda a part of the submission of its Proposal.

2. Competitive Negotiations

It is the intent of the City that this RFP is conducted according to the competitive negotiation procedures set forth in KRS 45A.370. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Proposal to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

3. Exclusions

Accidental exclusions on behalf of the City in this RFP will not be held against the City as an extra cost of doing business. It is the responsibility of the Respondent to assure that all necessary information including costs of providing the described service herein are included in the Respondent's Proposal. Any "hidden" fees or services intentionally excluded or added to a Proposal to deceive the City will immediately disqualify the Respondent from this and any further business with the City.

4. Public Information Notice

All Proposals submitted to the City will be kept in confidence by the '*Selection Committee*' and shall be used solely for the purpose of evaluating the Proposal for a possible award. The City retains the right to provide copies provided by Respondents to its staff, legal, technical, and financial advisors and representatives. Respondent should take care not to provide any confidential

information, trade secrets or other intellectual property, that they do not want to be received by City staff.

Please note that all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Respondents should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Respondent's competitor.

NON-COLLUSION AFFIDAVIT OF SUBMITTER

STATE OF _____: SS:
COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____,
(Name of Submitter) (Date Submitted)

20___, submitted to _____

_____ a proposal as set forth in the attached copy; that all statements of fact in such proposal are true; that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other submitter or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of proposals, said submitter,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said submitter or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;

- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said submitter or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said submitter in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

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

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF NON-COLLUSION AFFIDAVIT OF SUBMITTER ++

CAMPAIGN FINANCE AFFIDAVIT OF SUBMITTER

STATE OF _____:

SS:

COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____,
(Name of Submitter) (Date Submitted)

20___, submitted to _____

_____ a bid as set forth in the attached copy; that bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the submitter would not violate any provision of the campaign finance laws of the Commonwealth.

Signed: _____

Title: _____

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

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF CAMPAIGN FINANCE AFFIDAVIT OF SUBMITTER ++