REQUEST FOR PROPOSAL (RFP)
LEAWOOD HISTORIC COMMISSION

LEAWOOD: “A PORTRAIT IN TIME” VOL. 2
LEAWOOD, KANSAS

DEADLINE FOR SUBMISSIONS: Friday, April 16, 2021

DESCRIPTION
The City of Leawood, Kansas, is seeking an author to research and write a second volume of “Leawood: A Portrait in Time”.

BACKGROUND
The City of Leawood would like to publish a second volume of “Leawood: A Portrait in Time” to celebrate Leawood’s 75th anniversary in 2023. The proposed new volume is referenced herein as “Volume 2” or the “second volume”.

Volume 1 covers Leawood’s history from the original Native American inhabitants to 1997. The second volume will focus on 1998 to early 2022 and should include significant development within the city including commercial, residential, parks, the arts, events, facilities, sister city relationships, news stories and an update of government officials with accompanying photographs.

COMMISSION
Written material for this publication will be commissioned through the City of Leawood, Kansas as approved by the Governing Body of the City. Author(s) will coordinate with the Historic Commission and the City staff, specifically members of the Parks, Recreation & Arts Department.

ELIGIBILITY
The project is open to all qualified writers or historians residing in the Kansas City metropolitan area. The City of Leawood does not discriminate on the basis of race, gender, religion, age, national origin, sexual orientation, gender identity or disability. Proposals by City employees or members of the Leawood Historic Commission will not be considered. Experience with historic research and writing is preferred. Applicants must be able to work within the project timeline outlined herein and to collaborate with members of the Historic Commission and City officials.

SUBMISSIONS
Interested applicants should submit the following materials via email by Friday, April 16, 2021. 5:00 pm.

1. A resume or CV not to exceed three pages. If working in collaboration, each participant must submit a resume or CV.

2. A letter describing your interest in researching and writing the book.

3. Three published excerpt examples of your writing, not to exceed two pages.

4. The proposed current budget is open for consideration based on the scope of work and time to complete the project as determined by the author(s).

5. Three references with current contact information.

SELECTION PROCESS

Finalists will meet with City Staff via ZOOM, or other agreed upon virtual format for an interview. Final selected authors(s) will be offered a contract to develop the book. [See attachment “A” for the Independent Contractor Agreement].

DELIVERY

Submission materials must arrive by Friday, April 16, 2021 by 5:00 pm. Submittals received after 5:00 PM will not be accepted.

Submittals shall be sent via email to:

Holly York, Cultural Arts Supervisor
hyork@leawood.org

For further information, contact Holly York, Cultural Arts Supervisor hyork@leawood.org. The City will not be bound by any oral statements or representations.

TERMS OF SUBMITTAL

1. No reimbursement will be made by the City for cost incurred in preparing responses to this request for proposal.

2. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and
revise terms with proposers without notice to other proposers. The City will not be bound to any proposal, even if selected, unless the terms are agreed upon between the City and the proposing artist. Once received, the Proposals shall become the property of the City of Leawood and are subject to public disclosure under the Kansas Open Records Act.

3. Applicants are not entitled to recover any request for proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate a contract.

4. Proposing applicants expressly warrant and certify that they have not directly or indirectly entered into any contract, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

ANTICIPATED PROJECT TIMELINE

- Proposals due: 5:00 pm CST, April 16, 2021.
- Finalist announced: May 2021
- Publication release: December 2022*

*Note: The City will be responsible for all costs associated with publication and distribution of Volume 2 and will retain all rights to republish, give or sell Volume 2.
ATTACHMENT A
CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas (“City”), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and _____________ [“Independent Contractor”], dated the _____ day of _____________, 20__.

The Independent Contractor is a (n):

- ___ Individual
- ___ Sole proprietorship
- ___ Partnership
- ___ Corporation

The Independent Contractor is located at:
Address:

The Independent Contractor’s Social Security or Employer Identification Number is________________ or ON FILE with the City of Leawood

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. **Work to Be Performed**
   City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

2. **Term of Agreement**
   The services called for under this Agreement shall commence on ______________ and shall conclude on or before _________________.

3. **Terms of Payment**
   City shall pay the Independent Contractor the following amounts, according to the following terms and conditions:

   The City shall pay Independent Contractor, $_________________________ ($___________)
   Independent Contractor shall invoice the City within 30 days of completion of the work.
City agrees to remit payment to Independent Contractor within 30 days of receipt of invoice.

☐ Check if tax exemption is requested. Tax exemption is applicable in State of Kansas for goods only on this project.

4. **Reimbursement of Expenses**
City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

5. **Federal, State, and Local Payroll Taxes**
Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

6. **Responsibility for Workers' Compensation and other Insurance**
The City will not obtain workers’ compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage.

At a minimum, Independent Contractor shall provide insurance sufficient to cover their actions and:

Independent Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is authorized to do business in Kansas; carries a Best’s Policyholder rating of A-VII or better or is otherwise approved by the City. The Independent Contractor is required to carry insurance while performing the proposed work for the City. The Independent Contractor will furnish a Certificate of Insurance to the City as part of their proposal.

All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. The Independent Contractor shall name the City as an additional insured all claims set forth below:

1. **Media Liability**
   Media Liability………………………………………….............. $2,000,000.00

2. **Automobile Liability**
   Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned
vehicle and must include protection for either (a) Any Auto; or (b) All Owned Autos, Hired Autos, and Non-Owned Autos.

(a) All autos Combined Single Limits (CSL)…………………………….$1,000,000.00
(b) Uninsured motorists…………………………………………………… $1,000,000.00

3. **Subcontractor’s Insurance.**
If any part of this Agreement is to be sublet, the Contractor shall either:
   (a) Cover all subcontractors under its insurance policies; or
   (b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

4. **Notice of Claim Reduction of Policy Limits**
The Contractor, upon receipt of notice of any claim in connection with this agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of $100,000.00, whether or not such impairment came about as a result of this Contract.

6. **Equal Employment**
Independent Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry; in all solicitations Independent Contractor shall include the phrase, "equal opportunity employer"; if Independent Contractor fails to comply with the manner in which Independent Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Independent Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Independent Contractor is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final, Independent Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Independent Contractor shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

7. **Termination of Agreement**
City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 120 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent
Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

8. Independent Contractor Status
The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

9. Assignability
This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

10. Choice of Law
Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

11. Agreement
This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

12. Title to Works, Trademarks, and Inventions Produced.
Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

13. Hold Harmless
Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys’ fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

14. Lien Waivers
The Independent Contractor will provide the City with a list of any subcontractors or others performing work on this project and the Independent Contractor will not use any other subcontractors or others on the project. The Independent Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the city prior to final payment to the Independent Contractor.
CITY OF LEAWOOD, KANSAS

____________________________________
Scott Lambers, City Administrator

Date: ________________________________

____________________________________
Chris Claxton, Director Parks, Recreation & Arts

APPROVED AS TO FORM:

____________________________________
Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

____________________________________
By: ________________________________
Printed Name ______________________________
Address: __________________________________
Date: ________________________________