

Department of Procurement & Contract Compliance



Notice of Need

Number: N33083

**Legal assistance for low- and moderate-income
undocumented residents of Wyandotte County (ARPA)**

Information of Services and Qualifications



SOLICITATION

NOTICE OF NEED No. N33083

Legal assistance for low- and moderate-income undocumented residents of Wyandotte County (ARPA) Information of Services and Qualifications

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking **Qualifications and Information on Services from Legal Assistance Firms or Organizations with dedicated experience serving undocumented community members to provide a significant expansion of legal and mediation assistance to low- and moderate-income undocumented residents of Wyandotte County.**

Proposed contract(s) shall run from the initiation of the project for 12 months, with two (2), one (1) year extensions at the Unified Government's sole discretion. Additional extensions may be granted based on available funding.

The assignments on these contract(s) will be authorized by means of individual purchase orders with description of project scope. Over three years, the total project budget for all work described in this notice of need shall not exceed \$810,000.

The Unified Government may make multiple awards to agencies from this notice of need, based on projects needs and the qualifications of firms.

Any questions regarding this Notice of Need shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly Regan, kregan@wycokck.org, 913-573-5440, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. Telephone conversations must be confirmed in writing by the interested party.

Overview

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County.

The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with thirteen other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 2.1 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Background and Context

Through the work of its 2018-2023 Community Health Improvement Plan (CHIP) partner agencies, the Unified Government Public Health Department (UGPHD) was alerted to the need for increased legal assistance for low-income residents in Wyandotte County. CHIP partner agencies identified evictions, landlord-tenant disputes, other housing issues, healthcare and health insurance issues, immigration, and domestic violence as priority legal issues on which residents need assistance. These civil legal issues interfere with residents' access to safe and affordable housing, access to healthcare services, and negatively impact quality of life. The ability to navigate systems and meet these needs can be especially complicated for undocumented residents, and residents for whom English is not their primary language. The Unified Government Board of Commissioners provided American Rescue Plan Act funding to the UGPHD to help meet this need.

Scope of Services

Legal assistance firms or organizations with dedicated experience serving undocumented community members may submit their Statement of Qualifications (SOQ) for the scope of the work as described below. The Unified Government may contract with multiple agencies to complete this scope of work, at its discretion.

1. Provide legal and mediation assistance or facilitate these services to low- and moderate-income residents of Wyandotte County, Kansas.
2. The firm or organization may operate its own office, or partner with one or more healthcare, human service, or similar organizations to provide on-location services at their premises.
3. The following is a non-exhaustive list of civil legal support services which should be provided by the awarded firm or organization: Landlord/tenant disputes, including evictions; healthcare and health insurance claims; immigration/naturalization; domestic violence; family law services including divorce, child custody and guardianship. Agencies may provide additional support on other civil legal matters, based on observed and understood needs of residents.
 - a. A firm or organization which provides assistance on some but not all of these enumerated civil legal matters, may still submit a Statement of Qualifications (SOQ). The Unified Government may contract with multiple agencies to complete this scope of work, at its discretion.
4. The success of this project will be measured against the following deliverables:
 - a. Establishing a legal assistance referral network with Wyandotte County safety net healthcare agencies (e.g. Federally Qualified Health Centers, other healthcare clinics), housing support agencies, and other social support agencies

- to identify residents in need of assistance; in coordination with existing referral networks already in place within Wyandotte County
- b. Successful provision of legal and mediation support services to low- and moderate-income undocumented residents, as measured by number of clients served, by type of legal service provided.
5. All agencies must provide interpretation to serve clients in multiple languages. Interpretation for Spanish speakers is the highest priority, but the program should be able to accommodate other languages spoken in Wyandotte County.
 6. All agencies will be required to submit quarterly reporting of progress towards deliverables and expenditures of funds, as required by American Rescue Plan Act compliance and reporting policies. A schedule of these reporting requirements will be provided to awarded agencies.

Minimum Qualifications

All respondents must have prior experience providing legal assistance to low- and moderate-income undocumented residents or experience working undocumented residents. Respondents must also be able to provide information on verification process for clients served. Verification process description must include the information collected for verification purposes and the process for collecting that information.

Form of Proposal

In preparing the Statement of Qualifications (SOQ), interested firms will need to organize their SOQ in the following format:

Respondents to this Notice of Need shall provide one (1) printed copy; and (1) version in MS Word/Excel and Adobe format on a Flash Drive/Jump Drive, in a binder with tabs numbered in accordance with the below designations:

1. Cover Letter
2. Respondents shall provide current resumes and/or a business summary which shall include the name of offeror, location of offeror's principal place of business, age of the business, and average number of employees during the last 5 years; abilities, qualifications, and experience of all persons who may be assigned to provide services, including supervisory roles. If completing the scope of work will require hiring new staff, include the desired abilities, qualifications, and desired experience of those new staff.
3. Respondents shall provide a brief summary describing how their services compare to this Notice of Need. In this summary, please list and briefly describe the types of civil legal matters for which the firm has provided legal assistance to low- and moderate-income people or dedicated experience working with the undocumented population.
4. Respondents shall provide the hourly rates of staff who will be assigned to this project. (Additional project-related costs may be negotiated with awarded agencies).

Submission and Receipt of Notice of Need

1. One (1) printed copy; and one (1) version in MS Word/Excel and Adobe format on a Flash Drive/Jump Drive of the Statements of Qualifications (SOQs) must be received before the specified time as designated in the Notice of Need.
2. SOQs shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of the SOQ, the contract number, and the name and address of the firm.
3. The Unified Government is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by the specified time so that a SOQ can be considered.
4. Facsimile (FAX) proposals will not be considered, however, SOQs may be modified by FAX notice, provided such notices are received prior to the hour and date specified.
5. Late SOQs will not be considered.

Proposed Schedule

Date	Event
November 17, 2022	Distribution of NON
November 29, 2022	Last day for respondents to submit written questions (5:00 p.m. CDT)
December 2, 2022	Final day answers to questions from respondents will be provided
December 8, 2022	Responses due before 4 p.m. CDT
December, 2022	Committee Review and Short List Meeting
December, 2022	Interviews/Conference Call (if necessary)
December 2022	Contract Award

Right to Reject Statements of Qualifications

Right is reserved to reject any or all Statements of Qualifications. The Unified Government will not pay costs incurred by any offeror for the preparation of SOQs.

Evaluation Criteria and Presentations

Statements of Qualifications will be evaluated by a committee. The UG reserves the right to ask for clarifications or expansion of information submitted by any or all respondents. Selection will be based on, but not limited, to the following criteria:

- Ability, capacity and skill to perform the contract or provide the service required.
- Experience on similar projects in Kansas and in the Metropolitan area.
- Experience in working with local governments.
- Experience of personnel assigned to the project.
- Overall cost of services.

Conflict of Interest

Respondent certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the UG, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid.

Licenses and Permits

Respondent shall secure all licenses and permits necessary to conduct business in Wyandotte County and shall comply with all applicable laws, regulations and codes as required by the State of Kansas.

Respondent must fully comply with all Federal and State laws, and County and Municipal Ordinances and Regulations affecting the performance of the work.

Contract Negotiations

After selection, the Unified Government may initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government. The respondent will be responsible for all travel and per diem expenses related to contract negotiations. The Unified Government reserves the right to add terms and conditions during contract negotiations. If the respondent and the Unified Government are unable to come to terms, the Unified Government may terminate negotiations with the respondent(s) initially selected and commence negotiations with another respondent. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designee, or the procurement officer.

Instructions for Submission of Proposal

Your response, including the signature page set out as Attachment A, should be delivered as follows:

**Submit to: Office of the Unified Government Clerk
Attn: Kelly Regan
Municipal Office Building
701 North 7th Street,
Room 323 Kansas City,
Kansas, 66101-3064,
by 4:00 p.m. D e c e m b e r 8 , 2022**

All questions regarding this NON should be in written form and sent via email or fax to:

Kelly Regan

Unified Government of Wyandotte County/Kansas City,

Kansas Fax: 913-573-5444

kregan@wycokck.org

The last day for submission of written questions (via email or fax) is 5:00 p.m. November 29, 2022.

Prohibition Against Contact: No Unified Government staff person, elected official or other professional advisors should be contacted during the solicitation process unless you are specifically directed to do so. The Unified Government reserves the right to reject the response of any respondent failing to comply with this provision and the risk of receipt of misinformation that could result will be borne solely by such respondent.

Representatives of any firm contacting Unified Government officials without prior approval may be excluded from any further consideration for selection

All questions received, and their answers, will be provided in writing to each firm known to be in receipt of this Notice of Need in accordance with the schedule.

Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the selected firm and are hereby made a part of the contract entered into between the Unified Government and the selected firm, unless specifically modified in writing:

Restrictions on civil cases and lawsuits under this Notice of Need

Under this Notice of Need, the firm cannot file a civil lawsuit where monetary damages are sought. Neither the Unified Government nor Board of Public Utilities can be the opposing part in any civil dispute. The firm cannot accept traffic/misdemeanor, criminal defense, juvenile offender, or child in need of care cases.

Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government.

The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

Anti-Discrimination Requirements

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on

account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable

from other sources in sufficient time to permit the selected firm to meet the contract requirements. Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

All costs and expenses incurred by the selected firm for work accepted by the Unified Government prior to the selected firm's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

Disputes

All controversies between the Unified Government and the selected firm which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the selected firm for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the selected firm may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

No Limit of Liability

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Attachment A

SIGNATURES **Notice of Need N33083**

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Business Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____