

# Department of Procurement and Contract Compliance

## REQUEST FOR PROPOSAL



**RFP R32678**

**Strategic Planning and Clinical Services Evaluation and  
Recommendations for the Public Health Department**

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## **Article I        General Information**

### ***Method of Source Selection***

Section §29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

### ***Purpose***

The Unified Government of Wyandotte County/Kansas City, Kansas Public Health Department (UGPHD) is seeking to solicit information for the commission of a Strategic Plan and Clinical Services Evaluation and Recommendations, and to assess which consultants would be interested. This Request for Proposal does not guarantee the Unified Government will award for such services. All information provided by respondents shall be at no cost and without obligation to the Unified Government.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

### ***Existing Environment***

The Unified Government (UG) of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely within Wyandotte County. Wyandotte County, three other Kansas counties, and seven Missouri counties, located along the Kansas-Missouri state border, make up the Kansas City Metropolitan Statistical Area. Wyandotte County has a current population of over 165,000, making it the fourth most populated county in Kansas. Notably, the county population is diverse, with a mix of White (43.9%), Black (24.5%), and Hispanic (26.8%) residents; the median annual household income here is approximately \$47,000, and 20% of county residents live below the poverty line.

### ***Required Review***

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

### ***Protests and Appeals***

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision.

The written communication must list the specific areas of protest and suggested remedy.

The decision of the Purchasing Director on any protest or appeal shall be final.

## ***Inquiries - Clarifications***

Any questions regarding the Request for Proposal 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](mailto:kregan@wycokck.org)), Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

## ***Amendments & Addendums***

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

## ***Alternate Proposals***

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

## ***Implied Requirements***

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

## ***Project Timetable & Contract Term***

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

<b>SEPTEMBER 22, 2022</b>	<b>Distribution of RFP</b>
<b>OCTOBER 24, 2022, 4:00 PM CST</b>	<b>Deadline for respondents to submit written questions</b>
<b>NOVEMBER 7, 2022, 4:00 PM CST</b>	<b>Deadline for Strategic Planning Team to answer questions from respondents</b>
<b>NOVEMBER 14, 2022, 4:00 PM CST</b>	<b><i>Proposal Due</i></b>
<b>DECEMBER 5, 2022</b>	<b>Notice to Shortlisted firms selected for interviews (if required)</b>
<b>JANUARY 9, 2023</b>	<b>Notice of Award</b>
<b>FEBRUARY 6, 2023</b>	<b>Contract Start</b>

The length of the contract will be from the date of award and shall continue until all deliverables are completed. The estimated length of this project is four to six months.

Provided that neither party has terms they wished changed these contracts upon written determination by the Unified Government may be extended for a maximum of three one-year terms. (Pending funds available.)

The Unified Government may request additional services to extend the agreement to include project related services not anticipated at the time of this agreement. At the Unified Government's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

### ***Proposals and Presentation Costs***

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

### ***Disclosure of Proposal Contents***

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

### ***Cooperative Procurement***

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

### ***Independent Contractor Relation***

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

### ***Determination of Responsibility***

Before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The following factors are to be considered in determining whether the standard of responsibility has been met include whether a prospective contract has:

**Available the appropriate financial material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;**

**A satisfactory record of performance;**

**Satisfactory record of integrity**

**Qualified legally to contract with the Unified Government; and**

**Supplied all necessary information in connection with the inquiry concerning responsibility.**

The contract file shall contain the basis on which the award is made.

### ***Evaluation***

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly.

### ***Equal Treatment***

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

## ***Award***

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. The Unified Government reserves the right to award to multiple consultants. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

## ***Notification of Award***

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form ***will be provided by the Unified Government***).

Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.

Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 or e-mail [lwilson@wycokck.org](mailto:lwilson@wycokck.org) for information regarding Licensing and Occupational Taxes.

The Contractor will be required to come into compliance with article 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.

Contact the Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 649, or call (913) 573-5440 or e-mail [ayang@wycokck.org](mailto:ayang@wycokck.org) for information regarding compliance requirements."

The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.

## **Tax Clearance for Taxes Owed to Local Governments**

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award.



All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form **will be provided by the Unified Government**).

### ***Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Qualifications or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date or may choose to negotiate with those submitting proposals.

### ***Mistakes in Proposals Discovered Prior to Award***

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal prior to the established due date which is either the time and date announced for the receipt of proposals or receipt of modifications to proposals or if discussions have begun, it is the time and date by which best and final offers must be submitted provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals:

**During Discussion: Prior to Best and Final Offers:** once discussions are commenced with any offeror or after best and final offers are requested, an offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;

**Minor Informalities:** Minor informalities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery or contractual conditions is negligible. The Procurement Officer shall waive such informalities or allow the bidder to correct them depending on which is in the best interest of the Unified Government;

**Correction of Mistakes:** if discussions are not held or if the best and final upon which award will be made have been received, mistakes may be corrected and intended correct offer will consider only if:

The mistakes and the indented corrected offer are clearly evident on the face of the proposal in which event the proposal may not be withdrawn; or

The mistake is not clearly evident on the fact of the proposal, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of the other offerors.

### ***Mistakes in Proposals Discovered after Award***

***Mistakes shall not be corrected after the award of the contract except where the Purchasing Director or the head of the User Department finds it would unconscionable not to allow the mistake to be corrected. Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

## **Article II. Standard Proposal Information**

### ***Authorized Signature***

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

### ***Site Inspection***

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

### ***Supplemental Terms and Conditions***

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not

responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### ***Discussions with Offerors***

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

In order for their offers to be considered responsive, offerors must meet these minimum prior experience requirements:

A offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

### ***Evaluation of Proposals***

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

### ***F.O.B. Point***

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

### ***Contract Negotiations***

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's

requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

### ***Failure to Negotiate***

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

## **Article III. Standard Contract Information**

### ***Contract Type***

Each price offered in your proposal shall be a firm-fixed, price. Any proposal containing a modifying or "escalator" clause will not be considered. The proposal price for each item shall include all materials, labor, supervision, management, and overhead to be performed at the specified location(s) within Wyandotte County and Kansas City, Kansas.

A one (1) time fee adjustment will be made to this Contract and no other fee adjustments will be made or considered. The one (1) time fee adjustment shall become effective on January 1, 2025 and shall remain in place for the remaining term of this agreement. The fee adjustment will be based on the U.S. Department of Labor, Kansas City Consumer Price Index for All Urban Consumers ("CPI-U") not to exceed 5% for the years of 2025 and 2026. The amount of the adjustment will remain within the sole discretion of the UG. The actual fee charged will be rounded to the nearest whole dollar. Documentation from the Vendor may be Required to support your request.

### ***Contract Approval***

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

### ***Proposal as a Part of the Contract***

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### ***Additional Terms and Conditions***

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Cost for adding additional locations shall be agreed by both Owner and Contractor. Contractor shall be required to provide a unit price for adding location(s).

### ***Insurance Requirements***

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Unified Government and Board of Public Utilities. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

The vendor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government or the BPU by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful bidder shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract.

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Contractor shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement.

The Unified Government or the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured.

The following minimum coverage is required of vendors providing services:

Coverage:

Workers Compensation

Combined Automobile Bodily Injury  
And Automobile Property Damage

Errors and Omissions

Professional Liability

Limits of Liability:

Statutory

\$500,000 per occurrence

\$1,000,000

\$1,000,000

Additional Insured endorsement shall read exactly as follows:

The Unified Government shall be named as additional insured with respect to the work performed for the contract(s): RFP #R32678, Strategic Planning Services and Clinical Services Evaluation and Recommendations for the Public Health Department.

Certificate Holder:

Provide BID or RFP Number and Title in the “miscellaneous” area of certificate.

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Procurement Department, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

***Proposed Payment Option***

A Virtual Payment Option is available. Contact Lonia Green, Accounts Payable, 913.573-5138

***Informal Debriefing***

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

***Contract Personnel***

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

***Contract Changes - Unanticipated Amendments***

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor

to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

## **Article IV. Required Contractual Terms and Conditions**

### **GENERAL CONDITIONS**

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

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** BIDDER shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

**Authority To Contract.** BIDDER represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

**Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. 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.
6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify BIDDER for any federal, state, or local taxes which may be imposed or levied upon the subject matter of

this Agreement. If applicable, BIDDER shall pay the Unified Government occupation tax prior to execution of the Agreement.

7. **Licenses and Permits.** BIDDER shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. BIDDER shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective.

Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by BIDDER are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to BIDDER.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, BIDDER shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

10. **Equal Opportunity and Affirmative Action.**

- a. BIDDER shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BIDDER 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.
- c. BIDDER, in all solicitations or advertisements for employees placed by or on behalf of BIDDER, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.



- d. BIDDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. BIDDER shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If BIDDER fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and BIDDER may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, BIDDER shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. BIDDER 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 the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. BIDDER, 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.

**11. Representations.**

BIDDER makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. 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 XII of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. 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.

**12. Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

**13. Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Termination for Default.** If BIDDER 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 BIDDER 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 BIDDER 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 BIDDER the costs and expenses and reasonable profit for services performed by BIDDER prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due BIDDER such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by BIDDER because of the default.

Except with respect to defaults of subcontractors, BIDDER shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if BIDDER 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 subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, BIDDER shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit BIDDER to meet the contract requirements. Upon request of BIDDER, 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, BIDDER'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 BIDDER's right to proceed under the provisions of this clause, it is determined for any reason that BIDDER was not in default under the provisions of this clause, and both the Unified Government and BIDDER 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 BIDDER will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

If BIDDER is adjudged bankrupt or insolvent;

If BIDDER makes a general assignment for the benefit of his creditors;

If a trustee or receiver is appointed for BIDDER or any of his property;

If BIDDER files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

If BIDDER repeatedly fails to supply sufficient services;

If BIDDER disregards the authority of the Procurement Officer;

Acts other than those specified may constitute substantial breach of this Agreement.

16. **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 BIDDER specifying the part of the contract terminated and when termination becomes effective.*

BIDDER shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination BIDDER will stop work to the extent specified. The Procurement Officer shall pay BIDDER the following amounts:

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

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

Anticipatory profit for work and services not performed by BIDDER shall not be allowed.

17. **Disputes.** *All controversies between the Unified Government and BIDDER 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 BIDDER 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 BIDDER may proceed as if an adverse decision had been received.*

The Procurement Officer shall immediately furnish a copy of the decision to BIDDER 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 BIDDER brings an action seeking judicial review of the decision in the Wyandotte County District Court.

BIDDER 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 BIDDER 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.

18. **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 BIDDER in connection with the work pursuant to this Agreement, shall be in the Unified Government.*

19. **Availability of Records and Audit.** *BIDDER 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. BIDDER 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, BIDDER 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.*

## **Article V. Background Information**

The Unified Government (UG) of Wyandotte County/Kansas City, Kansas was created upon the consolidation of the governments of the City of Kansas City, Kansas and Wyandotte County, Kansas, effective October 1, 1997. The county, covering 155.7 square miles, is located on the eastern border of the State of Kansas and has a current population of over 165,000; along with three other Kansas counties and seven Missouri counties, Wyandotte County is part of the Kansas City Metropolitan Statistical Area, which has a population of over two million. As described in Section 1.03, unique challenges are present here, given the need to serve a diverse population who experience a high poverty rate within a relatively populous county in the State of Kansas.

The Public Health Department in Wyandotte County, Kansas has been in existence since 1910, when the first Kansas City, Kansas Municipal Health Department was formed. In 1943, a combined City-County Department of Health was created and began providing services at the current location today. At that time, the scope of the Public Health Department expanded to provide safeguards for, and improvements of, health in the community. Today, the Unified Government Public Health Department (UGPHD) provides continued safeguards for county residents' personal and environmental health and wellbeing, and has a mission "To prevent disease, promote wellness, and to protect and improve the environment in Wyandotte County".

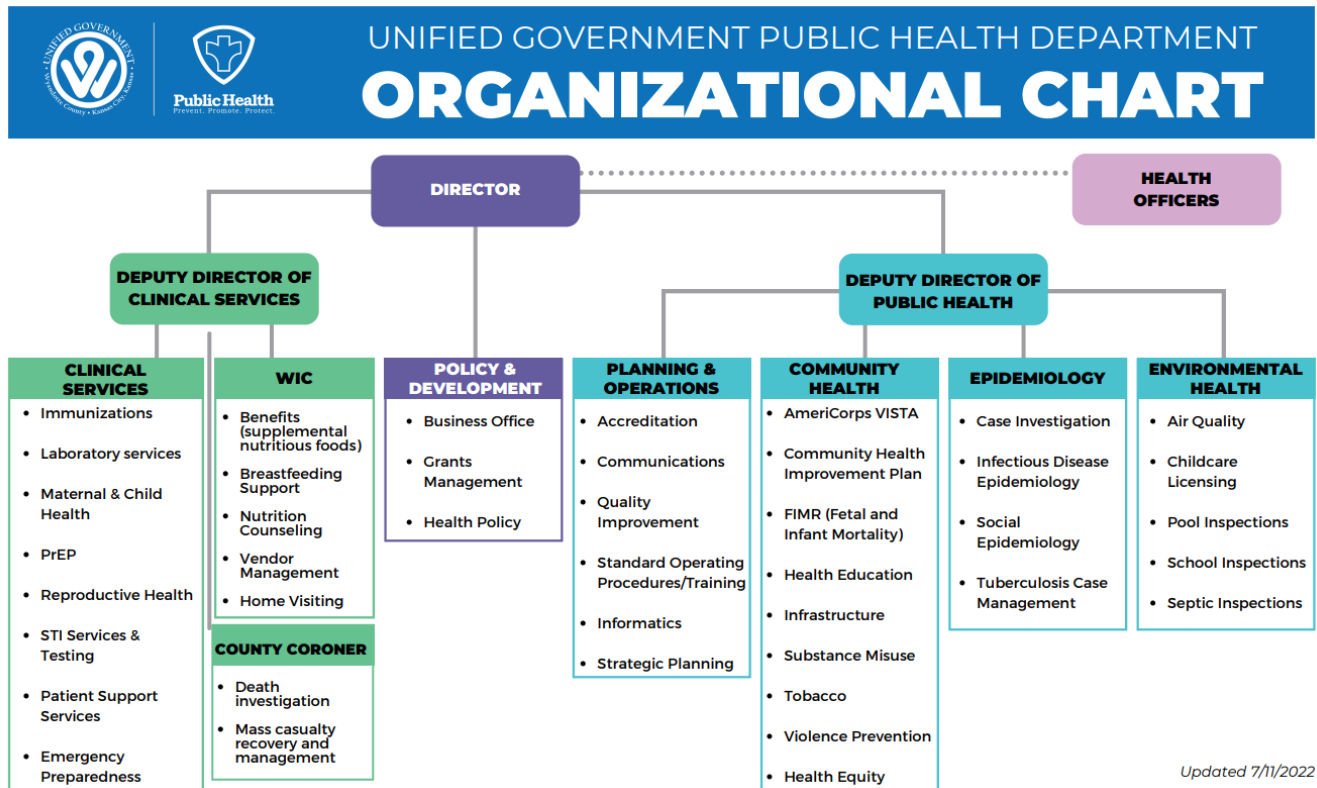
The UGPHD promotes health and a safe environment for a better community by providing a host of services that range from promoting and encouraging healthy lifestyle behaviors to diagnosing, investigating, and preventing health and environmental problems and hazards in the community. In conversations with staff in most of our program areas we learned what our staff are most proud of, and what we wish more people knew about the UGPHD and its different program areas. Here are some of the key themes we found:

The Health Department is here for our community – ALL of our community.  
Our community's health goes way beyond health care.  
We offer a wide array of services and initiatives.  
We are proud to be a source of health information and expertise for our community.  
The Health Department strives to build partnerships with other organizations.  
We want to keep improving to better serve our community.

The UGPHD is comprised of seven divisions: Clinical Services; Women, Infants and Children; Policy and Development; Planning and Operations; Community Health; Epidemiology; Environmental Health. These divisions conduct work that ranges from immunizations and laboratory services to the tracking of communicable disease (inclusive of the ongoing COVID-19 response) and air quality in our community, as well as assistance for individuals in need of nutritional support, to cite a few examples.

We work to keep local schools and childcare facilities safe and are responsible for emergency preparedness, while endeavoring to address health inequities and support health policies that will benefit our entire community. Significant recent changes include the reestablishment of a Board of Health, permitting increased engagement with policymakers, a 2018-2023 Community Health Improvement Plan (CHIP) which incorporated an increased focus on the social determinants of health, and accreditation with the Public Health Accreditation Board in 2020 while simultaneously engaging in a robust response to the COVID-19 pandemic.

Below, view the recently updated organizational chart, dated July 2022.



## Project

### ***General Information***

The UGPHD is soliciting proposals for a consulting agency to conduct two major activities: Facilitation of a robust health department-wide strategic planning process resulting in a three-year strategic plan.

Evaluation of the Health Department's clinical health services and recommendations of workflow processes related to the provision of clinical service.

Subcontracting out the clinical evaluation component of this proposal is permissible.

The UGPHD will consider proposals up to \$200,000, which includes the full costs of the main applicant and any identified sub-contractors.

***Contract Period***

The length of the contract will be from the date of award and shall continue until Spring 2023, or when all services are completed. The expected length of the project is 3-6 months.

The Unified Government may request additional services to extend the agreement to include project related services not anticipated at the time of this agreement.

At the Unified Government's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work.

No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

***Access to and Ownership of Files***

The Offeror agrees that the Unified Government shall have access to files created and provided by the successful Offeror. The Unified Government of Wyandotte County/ Kansas City Kansas shall have the right, title interest and ownership of intellectual property created as a result of services to be provided by the successful Offeror.

**Article VI. Proposal Format and Content**

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.**

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

**Proposal #R32678****“Strategic Planning Services and Evaluation of Clinical Services for the Public Health Department”**

Please submit unbound one (1) marked original, three (3) hard copies and one electronic copy in Word or a PDF format on a flash drive of all documents in a sealed envelope with the name of the Request for Proposal and #R32678 clearly marked on the outside of the envelope.

Your response, including the Signature page should be delivered as follows:

Send Proposal to:

Unified Government of Wyandotte County / Kansas City, Kansas  
Office of the Unified Government Clerk, Room 323  
701 North Seventh Street  
Kansas City, Kansas, 66101

Attention: Kelly P. Regan

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

Respondents may submit a completed copy of its response on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eProcurement>

**Registration in the e-procurement system is required in order to respond to this Request for Proposal.**

Questions regarding the registration or upload process can be sent to Kelly Regan [kregan@wycokck.org](mailto:kregan@wycokck.org)

## **Article VII. Introduction**

The Unified Government Public Health Department (UGPHD) last underwent a strategic planning process in 2017, with updates made to the plan in 2018 and 2019. No revisions were made in 2020 and 2021 due to the COVID-19 pandemic and the UGPHD's active response. 2022 marks not only five years since the creation of the previous plan, but also both a significant shift back towards the traditional work of the UGPHD as well as the inception of work in new and emerging areas of public health, all while sustaining our pandemic response. Strategic planning is needed across the department to ensure the UGPHD is meeting its mandate as a local health department, is utilizing scarce resources wisely, and is prioritizing areas of work with the greatest potential for impact.

Furthermore, a robust evaluation of the scope of our current clinical services (which services are provided) and workflow processes (how services are provided), as well as recommendations based on this evaluation. By conducting strategic planning and clinical service evaluation concurrently, we believe we will utilize our resources efficiently and effectively, and better identify points of intervention and collaboration with internal and external partners. We require that the clinical services evaluation and recommendations be inclusive of clinical and non-clinical staff as well as key community partners within Wyandotte County. These partners include but are not limited to local safety net healthcare providers, large health systems, behavioral care providers, select nonprofit and social service partners, Unified Government Administration, Unified Government Board of Health, Community Health Improvement Plan (CHIP) Steering Committee, local health foundations, and others.

The clinical services evaluation will be intensive; any agency leading the clinical services and workflow processes evaluation and recommendations should be familiar with the type of clinical services work generally conducted by local public health departments, including, but not limited to, Title X Family Planning, Title V Maternal and Child Health Services, STI services including PrEP/HIV, other communicable diseases, laboratory services, home visiting programs, and immunizations.

Public health has evolved from its earliest origins in the United States, and we are currently in the era of Public Health 3.0, in which we are striving to leverage cross-sector collaboration and broaden the impact of our resources, acting as Chief Health Strategist for our community. Looking ahead, we are also committed to aligning with and integrating other public health benchmarks mindfully, such as the 10 Essential Public Health Services (revised in 2020), Public Health Accreditation Board standards (UGPHD is PHAB Accredited), and the Kansas Foundational Public Health Services model, which has defined a minimum collection of services for Kansans. We recognize the heightened visibility of public health and local public health departments since the onset of the COVID-19 pandemic; our response to this crisis in our community has been nimble, yet vigorous, and we have taken advantage of funding streams available through the American Rescue Plan to enhance our reach in the community. We believe that this visibility can be used to further promote the work we do today in clinical services, health education, and community support, as well as the work we do to prepare for the health challenges of tomorrow.

For these many reasons, we are seeking a combined strategic planning process and clinical services evaluation to advance and magnify the work we have started and further expand our capacity to serve the residents of our county.

Moving into Public Health 3.0 requires an increased focus on strategic interventions the UGPHD can make to shift the policies, systems, and environments that impact health. Over the last several years, we have taken several specific actions that support our ability to make this impact. For instance, we created and staffed a new position for a Public Information Officer and developed a branding guide, permitting increased communications with a variety of stakeholders. We completed a robust Wyandotte County Health Access Assessment (2018), a Wyandotte County Maternal and Child Health Needs Assessment (2019), and a Wyandotte County Family Planning Needs Assessment (2021). We are once again embarking on our newest Community Health Assessment (CHA) in the summer of 2022 which will provide additional information on health priorities and our residents' needs and perspectives related to health. We have promoted a health equity focus for current and future endeavors by hiring a Health Equity Coordinator and creating a Health Equity Task Force made up of internal and external partners. It is critical that this health equity focus be enriched and fully embedded into our next strategic plan and in future clinical services provision. The UGPHD's capacity to raise resources was increased by adding a full-time Development Officer to our team. Lastly, during the recently completed revision of our organizational structure, a new Policy and Development division and a Health Policy Analyst position were established. These steps reflect the value that we place on the advancement of future programming, in conjunction with our partners, into sectors that exert great impact on our community but historically fall outside the purview of public health, such as housing, transportation, education, employment, violence and other social determinants of health.

To learn more about public health and clinical service benchmarks, please view the following links.

10 Essential Public Health Services [CDC - 10 Essential Public Health Services - CSTLTS](#)

Public Health Accreditation Board <https://phaboard.org/accreditation-recognition/initial-accreditation/>

Kansas Foundational Public Health Services model [Foundational Public Health Services in Kansas](#)

(November 2017) – Kansas Health Institute ([khi.org](http://khi.org))

2021 County Health Rankings [Wyandotte County 2021.pdf \(khi.org\)](#)

Recommendations for Providing Quality STI Clinical Services

[https://www.cdc.gov/mmwr/volumes/68/rr/rr6805a1.htm?s\\_cid=rr6805a1\\_w0](https://www.cdc.gov/mmwr/volumes/68/rr/rr6805a1.htm?s_cid=rr6805a1_w0)

HHS STI National Strategic Plan <https://www.hhs.gov/programs/topic-sites/sexually-transmitted-infections/plan-overview/index.html>

Providing Quality Family Planning Services

<https://www.cdc.gov/mmwr/volumes/66/wr/mm6650a4.htm>



Please access recent UGPHD plans and assessments from the links below. Within these documents, you will be able to see the goals that have guided programming and policy efforts to date. We have also included pertinent information related to the UGPHD 2022 budget.

2017 – 2021 Strategic Plan (a copy can be provided upon request)

2018 Community Health Assessment

<https://www.wycokck.org/files/assets/public/health/documents/cha-final.pdf>

2018 – 2023 Community Health Improvement Plan

[https://www.wycokck.org/files/assets/public/health/documents/chipreport\\_final.pdf](https://www.wycokck.org/files/assets/public/health/documents/chipreport_final.pdf)

Public Health Department, Unified Government 2022 Budget (pgs. 430-437)

<https://www.wycokck.org/files/assets/public/finance/documents/budget/unified-government-2021-amended-2022-approved-budget.pdf>

Wyandotte County Reproductive and Sexual Health Services Needs Assessment Report

[https://xfer.wycokck.org/public/file/SFF\\_4OEivkea9Tej5eVY5w/Wyandotte%20County%20Reproductive%20and%20Sexual%20Health%20Services%20Needs%20Assessment%20Report%20March%202022.pptx](https://xfer.wycokck.org/public/file/SFF_4OEivkea9Tej5eVY5w/Wyandotte%20County%20Reproductive%20and%20Sexual%20Health%20Services%20Needs%20Assessment%20Report%20March%202022.pptx)

Wyandotte County Maternal and Child Health Strategic Plan

[https://xfer.wycokck.org/public/file/g4kns6\\_avkK6Leea112\\_5g/WYCO%20MCH%20Strategic%20Plan%2012.11.19.pdf](https://xfer.wycokck.org/public/file/g4kns6_avkK6Leea112_5g/WYCO%20MCH%20Strategic%20Plan%2012.11.19.pdf)

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined non-responsive and the proposal may be rejected.

## **Article VIII. Scope of Services/Deliverables**

### **STRATEGIC PLANNING SERVICES**

The UGPHD is seeking a contracted agency that will help the organization produce a robust, thorough, and quality three-year strategic plan, and accompanying action/implementation plan. This is a major project and will be resourced accordingly.

The contracted agency will furnish all necessary management, labor, supervision, materials and any other incidental services required to facilitate an intensive strategic planning process with the Unified Government Public Health Department. To promote full participation, the contracted agency should be familiar with the work of local health departments, the issues facing the Wyandotte County community, and the social determinants of health. In the proposal, the contracted agency needs to describe expertise in

creating an environment of open communication, respect, and participation. The strategic planning process will begin in early 2023 and end in Summer 2023.

After development of the initial report, additional services may be required to further expand the study which would be completed by an addendum to the contract.

**The following are required elements of the UGPHD strategic plan:**

**Mission, vision, guiding principles**

A 360-degree analysis of the health department, which *may* include: comparisons with practices from best-performing local health departments nationwide, internal SWOT/NOISE analyses derived from employee and manager interviews, perceptions derived from collaborators, clients and customer sources, and other third-party indices of Wyandotte county public health. This analysis will include external trends, events, or other factors that may impact community health or the health department.

**A set of Strategic Goals for the UGPHD**

Strategic goals will be determined by local leadership and stakeholders who have an intimate understanding of what the county needs.

Due consideration will also be given to our mandate as a local public health department, national and state observations, and to other mandates for local public health departments, as described by Public Health Accreditation requirements and the Kansas Foundational Public Health Services model, cited above.

For each strategic goal, present clear and actionable objectives, and KPIs of success.

The strategic plan will incorporate health equity considerations at all levels.

The strategic plan must consider capacity for and enhancement of information management, workforce development, communication (including branding), and financial sustainability.

Must describe linkages with the community health improvement plan (CHIP) and the health department's performance improvement plan. The strategic plan need not link to all elements of the health improvement plan or performance improvement plan, but it must show where linkages are appropriate for effective planning and implementation.

Outline resources required to implement this plan, and to maintain current program/projects at a high functional level.

An implementation/action plan, which is either part of the strategic plan or developed as a supplementary document.

Accountability measures, likely contained within the implementation plan, for UGPHD to report and communicate progress on implementing the plan to the Unified Government and other stakeholders. The UGPHD uses Envisio software to monitor strategic planning and performance management and anticipates utilizing this software as part of the accountability plan.

Annual progress/revision methodology that reprioritizes goals and objectives in alignment with new information, e.g., a new community health improvement plan to be completed late 2023

The UGPHD will provide the facilities for the strategic planning process. This includes office space where the consultant(s) may work when on-site. The Public Health Department is equipped for multi-media presentations in several meetings spaces, including smart boards, cameras, and other equipment. The consultant will need to provide additional equipment, supplies, software, or other tools needed to facilitate the process.

The UGPHD expects on-site sessions to be included in this proposal but leaves the determination of the number of sessions, and format of the sessions, to the consultant.

### **CLINICAL SERVICES EVALUATION AND RECOMMENDATIONS**

The UGPHD is seeking a contracted agency to produce a comprehensive and public health-focused clinical services evaluation and offer recommendations for service line improvements and/or changes, along with an accompanying action/implementation plan. In the proposal, the contracted agency should describe expertise in creating an environment of open communication, respect, and participation. This evaluation and recommendation process will ideally take place concurrently with the broader strategic planning process from early 2023 to Summer 2023.

The contracted agency will furnish all necessary management, labor, supervision, materials, and any other incidental services required to facilitate a high-quality clinical services evaluation and provide recommendations for the UGPHD. Alternatively, the awarded agency may sub-contract the clinical services evaluation to another agency as long as the two projects are conducted in concert with one another and take into account the work of both. The UGPHD will not consider such subcontracting a detriment to an application, as the clinical services evaluation will require additional expertise and capacity. Either the contracted or sub-contracted agency should be familiar with the type of clinical services work generally conducted by local public health departments, including, but not limited to, Title X Family Planning, Title V Maternal and Child Health Services, STI services including PrEP/HIV, other communicable diseases, laboratory services, home visiting programs, and immunizations.

After development of the initial report, additional services may be required to further expand the study which would be completed by an addendum to the contract.

### **The following are required elements of the UGPHD clinical services evaluation and recommendations:**

Evaluation must include:

Efficacy of clinical services provision in the context of public health, including at the individual client level and the impact UGPHD service provision.

Evaluation of customer satisfaction (by program/service and as a department)

Assessment of Electronic Medical Record (EMR) utilization and analysis of relevant data related to client volume, demand for service, and other trends.

Gaps in clinical services provision in the context of public health as identified by clients, staff, community partners, data analysis, etc.

Assessment of services for their impact on health equity.

Assessment of staffing levels by service area.

Recommendations of clinical service provision must consider:

Scope/Breadth of services recommendations

List and description of appropriate service lines to be continued and/or expanded by the UGPHD

List and description of services that can be streamlined or eliminated  
Opportunities to collaborate with other providers in the community (i.e., FQHCs, etc.)  
Recommendations for potential provision of mental health-related services through the UGPHD  
Role of the Health Department in specialty settings (i.e., school-based care, post-incarceration care, etc.)  
Pros and cons of alternative care models such as mobile clinics, school-based care provision, telehealth services, or others  
Ways to prioritize clinically related public policy priorities (i.e., needle exchange programs)  
Potential options for renting UGPHD clinical space to partner providers  
Areas for expansion of health equity and anti-racism work  
Staffing recommendations  
Appropriate staffing levels by position and program  
Utilizing licensed staff at the top of their scope of practice  
Skillsets needed among future workforce for success  
Recommendations for improving accessibility/affordability of services by residents  
Effective methods for marketing services to residents  
Reaching targeted or priority populations  
Methods for improving client satisfaction  
Funding and revenue recommendations  
Financial analysis of the clinic's pre-pandemic fiscal performance, recent trends in revenue changes (including the impact of COVID-19 pandemic and transition to new EMR system), and future year projections  
Enhancements to current revenue collection and billing to promote sustainability  
Potential means to diversify funding streams

An implementation/action plan

An accountability plan to support the UGPHD in reporting and communicating about progress on plan implementation to various internal or external stakeholders

Annual progress/revision methodology that reprioritizes goals and objectives in alignment with new information

In addition to a document, the UGPHD will ask the consultants to present the plan(s) and recommendations to Unified Government leadership. This includes:

UGPHD leadership

Board of Health (during Special Session) and County Administration

The location(s) the work is to be performed is primarily at the Unified Government Public Health Department, 619 Ann Avenue, Kansas City, KS 66101 Wyandotte County; hybrid work is permissible, but the UGPHD retains the authority to determine the amount of time spent onsite. The UGPHD will provide the facilities for the strategic planning and clinical services evaluation. This includes office space where the consultant(s) may work when on-site. The Public Health Department is equipped. for multi-media presentations in several meetings spaces. Including smart boards, cameras, and other equipment. The consultant will need to provide additional equipment, supplies, software, or other tools needed to facilitate the process.

The UGPHD expects on-site sessions to be included in this proposal but leaves the determination of the number of sessions, and format of the sessions, to the consultant.

**FORM OF SUBMITTALS**

In preparing the Request for Proposal (RFP), interested individuals or firms will need to provide information detailing their approach and experience to enable successful completion of the scope of work. If the awarded agency will be sub-contracting the clinical services component of this RFP, the proposed sub-contracted agency should provide the same information detailing their approach and expertise to enable successful completion of the scope of work.

Respondents shall include information to address the following”

**Cover letter**

All proposals must include a cover letter submitted under the firm’s name on the firm’s letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the Unified Government Public Health Department. The cover letter must also identify the primary contact for this proposal and include the Request for Proposal number. The cover letter should express the firm’s interest and serve as an executive summary of the submittal.

**Introduction Statement**

Provide the complete name and address of the firm.

Provide the name, mailing address, email address and telephone number of the person who will be the point of contact for this project.

**Staff Experience and Qualifications**

Respondent should demonstrate content expertise in strategic planning, public health-focused clinical services evaluation, and related processes.

Please provide full CVs of key staff assigned to the project.

Provide the years of experience of key staff managing the project.

Indicate any previous experience working with local public health departments.

**Letters of Recommendation and Samples of Work**

Include two (2) letters of recommendation from organizations for which the firm has provided strategic planning services and two (2) letters of recommendations from organizations for which the firm has provided clinical services and workflow evaluation. The letters shall include the name of the organization, descriptions of the strategic planning work performed, dates(s) of the work performed, and phone number of the point of contact in the organization.

Include two (2) examples of past strategic plans and two (2) examples of past clinical services and workflow evaluations for which the firm was the primary consultant. Preferably these are plans mentioned with the letters of recommendation, but they may be different examples.

**Description of Process**

Submit an outline of a 3–6-month strategic planning process to be undertaken by the UGPHD with the assistance of the firm. This process will produce a strategic plan with implementation/action plan for the department, with all the requirements described above. Submit a sample agenda for a strategic planning session.

Submit an outline of a 3–6-month clinical services evaluation with recommendations, along with a sample action/implementation plan. The final deliverable should include a comprehensive evaluation inclusive of, but not limited to, the elements detailed above. Submit a sample approach to clinical services and workflow process evaluation procedure.

### **Cost**

Submit an itemized cost proposal for the outline above.

Submit a cost proposal for any additional recommended services related to the strategic plan, which the firm believes are important.

The Public Health Department will consider proposals up to \$200,000.

**Please limit response to (25) pages or less, not including reference letters and examples of past work. Submission in the eProcurement system is required.**

### ***Cost Proposal***

Please see Section I.57 above.

### ***Performance***

Please describe in the proposal: How would the firm approach the situation if we should experience consistently unresolved performance issues from assigned personnel? Who would be responsible for resolving this type of issue?

## **Article IX. Evaluation and Selection**

### ***Selection Criteria***

**Technical Knowledge/Capabilities/Responsiveness: 60% (Total)**

**Narrative proposal of approach in providing services 30%**

Proposals will be evaluated against the questions set out below.

How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

How well has the offeror demonstrated their understanding of public health and tailored their approach to meet the specific strategic planning

How well has the offeror demonstrated their understanding of clinical service provision in the context of public health and tailored their approach to meet the specific clinical service evaluation and recommendations needs of the health department?

How well has the offeror identified pertinent issues and potential problems related to the project?

How well has the offeror demonstrated their understanding of the deliverables they are expected to provide?

How well has the offeror demonstrated their understanding of the health department's time schedule and their ability to meet it?

How closely do prior successfully completed projects resemble the challenges faced by UGPHD?

### **Experience and Qualifications of Key Staff                      30%**

Proposals will be evaluated against the questions set out below regarding key staff involved with this project.

Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires (i.e., public health-related knowledge and experience)?

How extensive is the applicable education and experience of the personnel designated to work on the project?

How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

Does offeror (or subcontractor) have the needed experiences or qualifications to demonstrate an understanding of the clinical requirements of a local health department?

### **Past Performance/References                      30%**

Proposals will be evaluated against the questions set out below regarding the firm.

How well has the firm demonstrated experience in completing similar projects on time and within budget?

Has the firm conducted strategic planning and clinical service evaluation for health departments or similar types of mission-based or public service-oriented agencies?

Has the firm provided letters of reference from previous clients? Do references provide an objective assessment of strengths and weaknesses of the firm and the personnel assigned to the project?

### **Contract Cost                      10%**

Proposals will be evaluated against the questions set out below regarding project cost.

How reasonable are the firm's cost estimates?

Are costs for different parts of the project itemized and transparent?

**RFP #R32678**

**Strategic Planning and Clinical Services Evaluation and Recommendations  
for the Public Health Department**

**Signatures**

By submission of this proposal, 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.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_