

Department of Procurement and Contract Compliance



REQUEST FOR PROPOSAL

R41180

**Disparity Study for the Unified Government of Wyandotte
County/Kansas City, Kansas**

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Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allow for the use of Competitive Sealed Proposals (RFP) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Purchasing Department as permitted.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, County Administrator's Office is seeking proposals from highly experienced and professional consulting firms with expertise in municipal government to conduct a complete comprehensive and legally supportable county-wide Disparity Study focused primarily on the utilization of Minority and Woman-Owned Business Enterprises ("MWBEs").

Offerors providing such services must meet the requirements, as specified herein.

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

Section 1.03 *Existing Environment*

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, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, 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. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.04 *Required Review*

Offerors should carefully review this solicitation to fully understand the scope of work and for defects, unclear, or objectionable items. Comments or questions concerning this RFP 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 addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

Section 1.05 *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 of award of the contract. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

Section 1.06 *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: Sharon Reed, sreed@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 followed up and confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

Sharon Reed
913-573-5454 phone
913-573-5444 fax
sreed@wycokck.org

Section 1.07 *Amendments & Addendums*

Amendments and addendums will be issued to vendors known to have the Request for Proposal and will also be made available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

Section 1.08 *Alternate Proposals*

Offerors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.09 *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. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 *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.

RFP Schedule: The following is the anticipated schedule for the RFP Process

Proposed Schedule of	Events
September 26, 2024, 2:00 P.M. CST	Solicitation Release
October 8, 2024, 2:00 PM CST	Deadline to submit written questions
October 11, 2024,	Response to Written Questions
October 21, 2024, 2:00 P.M. CST	Proposal submission deadline
TBD	Notice to shortlisted firms selected for interviews (if required)

The term of the contract will negotiate with the successful contractor and based upon the Parties’ good faith estimate of the specific period of time necessary to complete the scope of work.

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, 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.

Section 1.11 *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 Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.12 *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. The Kansas Open Records Act, K.S.A. 45-215 *et seq.*, 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 subject to the Kansas Open Records Act requirements. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for requesting confidentiality.

Section 1.13 *Cooperative Procurement*

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected 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 offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section 1.14 *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 agree that no persons supplied by the Offeror 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 Offeror shall maintain 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.

Section 1.15 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), 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 determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.16 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. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is outlined in section 8 of this Request for Proposals.

Section 1.17 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification 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.

Section 1.18 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. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposal based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless a protest is filed as described in the protest section 1.05.

Section 1.19 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 can be requested **from the Procurement Department**).
 - 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 for information regarding Licensing and Occupational Taxes.
 - Come into compliance with Article XI of the Procurement Code regarding Affirmative Action and Equal Employment Opportunity as required by §§ 29-585 and 29-586 of the Procurement Code.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements.

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- 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. Offeror agrees that the Offeror 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 Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from each of the four (4) 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 to the successful Offeror by the Unified Government*).

Section 1.20 *Right to Reject Proposals*

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all of 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 of the material and substantial terms, conditions, and performance requirements of the RFP.

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 an unacceptable reservation against a requirement or provision.

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

Section 1.21 *Mistakes in Proposals Discovered Prior to Award*

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the

receipt of proposals or 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 Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.22 Mistakes in Proposals Discovered after Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.23 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 become the property of the Unified Government upon finalization.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

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

Section 2.02 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposals or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas statute, shall be 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 Request for Proposal, the term or condition of the Request for Proposal 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 shall be null and void.

Section 2.03 *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 Request for Proposal and proposal. Discussions will be limited to specific sections of the Request for Proposal 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.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.04 *Prior Experience*

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

Demonstrated experience in conducting disparity study for local governments for procurement purposes for at least 10 years.

Demonstrated legal expertise to ensure the results of the study are legally defensible, as determined by the Unified Government Legal Department, if and when implemented by the Unified Government.

Prior experience working with both cities and counties, citing at least three references for each.

A clear outline of the methodology to be undertaken to perform the disparity study including identification of data sources to be used to ensure statistical validity.

Offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected on this basis.

Section 2.05 ***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 (8) of this Request for Proposals.

Section 2.06 ***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.

Offeror shall be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.07 ***Failure to Negotiate***

If the selected Offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates it cannot perform the contract within the budgeted funds available for the project; or if
- the Offeror 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**

Section 3.01 ***Contract Type***

This contract is a Fixed Price contract.

Section 3.02 ***Contract Approval***

This Request for Proposals does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the any resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, 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 Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 Proposal as a Part of the Contract

Part or all of this Request for Proposals and the successful proposal may be incorporated into the contract by reference.

Section 3.04 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 Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.05 Insurance Requirements

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. 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

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror 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 insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror 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 successful Offeror shall 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 Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

1. The "additional insured" provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s):
"Request for Proposal R481108 Disparity Study for Unified Government of Wyandotte County/Kansas City, Kansas".
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.

3. Provide Request for Proposal number and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

Section 3.06 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Unified Government project point of contact.

Section 3.07 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the offeror.

Section 3.08 Contract Personnel

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

Section 3.09 Contract Changes - Unanticipated Amendments

During the course of this contract, Offeror 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 Unified Government point of contact for the project will provide successful respondent a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful respondent will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment or change order, 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 Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, 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.** Offeror 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.
3. **Authority To Contract.** Offeror 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.
4. **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 not legal.
6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify Offeror for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, Offeror shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** Offeror shall maintain all licenses, permits, certifications,

bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Offeror 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 Offeror 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, or any taxes and premiums from any payment made under the Agreement.

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

10. **Equal Opportunity.**

- a. Offeror shall observe the provisions of the Kansas Acts 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, sexual orientation, gender identity, disability, age, national origin, or ancestry.
- b. Offeror will ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, sexual orientation, gender identity, 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. Offeror 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. Offeror, in all solicitations or advertisements for employees placed by or on behalf of Offeror, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry.
- d. Offeror 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. Offeror shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If Offeror 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 Offeror 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, Offeror shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. Offeror 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 Acts Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. Offeror, 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.

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

Except with respect to defaults of subcontractors, Offeror shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if Offeror 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, Offeror 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 Offeror to meet the contract requirements. Upon request of Offeror, 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, Offeror'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 Offeror's right to proceed under the provisions of this clause, it is determined for any reason that Offeror was not in default under the provisions of this clause, and both the Unified Government and Offeror 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 Offeror will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If Offeror is adjudged bankrupt or insolvent;
- If Offeror makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Offeror or any of his property;
- If Offeror files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Offeror repeatedly fails to supply sufficient services;
- 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 Offeror specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

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

Offeror 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 Offeror 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 Offeror in connection with the work pursuant to this Agreement, shall be in the Unified Government.
19. **Availability of Records and Audit.** Offeror 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. Offeror 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, Offeror 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

Section 5.01 *Background Information*

In 2006, the Unified Government co-sponsored an area-wide diversity study with the City of Kansas City, Missouri and other jurisdictions within the Kansas City metropolitan area. The results of that study, published in November 2006, showed statistically significant underutilization of minority and woman business enterprises as prime contractors or subcontractors in various categories of Unified Government contracts. The Board of Commissioners is committed to correcting these disparities and to increasing opportunities for minority and woman business enterprises to participate as prime contractors, joint venturers, subcontractors, and suppliers on Unified Government contracts. The intent of the Board of Commissioners is to achieve its supplier diversity goals through the use of race- and gender-neutral remedies to the extent feasible. As set forth below, the Board of Commissioners authorizes the County Administrator to implement policies to the extent necessary and permitted by law to increase the utilization of minority and woman business enterprises on Unified Government construction contracts exceeding \$250,000.00. The Board of Commissioners intends to review the results of this program regularly and as set forth in this article, the county administrator is directed to collect data on participation of minority and woman business enterprises on Unified Government contracts.

The Unified Government was created upon the consolidation of the governments of the City of Kansas City, Kansas and Wyandotte County, Kansas, effective October 1, 1997. The

consolidation was approved by voters of the City and County on April 1, 1997, and, on March 6, 1998, was upheld by the Kansas Supreme Court. The Unified Government, with a 2020 County population of 169,245, covers 155.7 square miles. There are four cities in Wyandotte County (2020 population in parentheses): Kansas City (156,607), Bonner Springs (7,831), Edwardsville (4,717) and Lake Quivira (53). The remaining balance of the population lives in unincorporated areas of Wyandotte County. The Unified Government / Wyandotte County is located on the eastern border of the State of Kansas.

Pursuant to consolidation of the city and county governments, the existing governments of the City and the County were replaced by a governing body composed of a Mayor/Chief Executive and a ten-member Board of Commissioners. Each of eight districts nominates and elects one commissioner. Two at-large commissioners are nominated from two countywide districts comprised of the four northern-most and four southern-most districts. The Mayor/Chief Executive has veto power, which can be overridden by a two-thirds majority of the Board of Commissioners.

A County Administrator is appointed by the Mayor/Chief Executive, with the consent of the Board of Commissioners, and is directly responsible for the daily functions of the Unified Government.

Wyandotte County is a diverse community in terms of population as well as jobs and employment. There are approximately 90,000 jobs in Wyandotte County with the major employment industries being government, healthcare/social services, services (includes professional/technical and administrative services), transportation/warehousing and retail.

Article VI. Project Scope

Section 6.01 Scope of Work

It is the Unified Government's goal to provide the maximum practicable opportunity for increase participation by minority-and woman-owned and controlled businesses, as long as such businesses are underrepresented, and to ensure that Unified Government contracting practices do not support discrimination in employment and services when the Unified Government procures public works, goods, or services from the private sector. A previous study was undertaken which covered a period of time but has since expired. The Unified Government desires to update the study which is the focus of this Request for Proposals.

As further described, the Unified Government seeks a disparity analysis that will

- (i) analyze utilization of Minority and Women Owned Business Enterprises (MWBEs) in Unified Government contracts based upon the availability and utilization of ready, willing, and able MWBEs to perform required work in the relevant market area over the past five-year period;
- (ii) Examine what, if any, barriers may be adversely affecting participation of MWBEs in contracts issued by the Unified Government;
- (iii) Identify best practices for any policy recommendation on remediating any identified disparities, as well as effective tools for developing MWBEs capacity;
- (iv) Provide feedback regarding changes to policy or ordinance to reflect the finding of the study;
- (v) Create a goal matrix for the Unified Government to reflect findings;
- (vi) Evaluate the procurement and contracting practices of the Unified Government and identify barriers or impediments to the utilization of MWBE firms;
- (vii) Develop presentations and communications on findings and recommendations as required by the Unified Government Administration; and
- (viii) Make recommendations as to how the Unified Government can lawfully improve its contracting practices to be more inclusive of MWBEs, taking into consideration the requirements of applicable local, State, and Federal laws.

The study will include statistical analysis, empirical evidence, and an assessment of any anecdotal and qualitative evidence of discrimination. Evidence of discrimination may include barriers to obtaining bonding, insurance, and financing which result in disparities in business formation, business opportunities, and earnings.

The Study will also quantify the magnitude of any differences between availability and contract participation of MWBEs both as prime contractors and subcontractors. The Disparity Study will include a statistically accurate, detailed, and comprehensive definition of the measures undertaken to calculate availability and utilization of MWBEs and will describe all methodologies used in detail.

Other regional disparity studies completed in the last five years shall be reviewed and considered in the analysis.

A. Abbreviations & Definitions

- (ix) [Table 1: Abbreviations & Definitions](#)

Term	Description
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MBE:	“Minority Business Enterprise” - At least 51% owned by one or more individuals who are members of a recognized racial/ethnic minority group
MBE-A:	At least 51% owned by one or more Asian, or Pacific Islander individual(s)
MBE-B:	At least 51% owned by one or more Black or African American individual(s)
MBE-H:	At least 51% owned by one or more Hispanic or Latino individual(s)

MBE-N:	At least 51% owned by one or more Native American individual(s)
WBE:	At least 51% owned by one or more women
WBE-W:	At least 51% owned by one or more white women
MWBE:	At least 51% owned by minority women; firms owned by women that are also part of a racial/ethnic minority group are counted in this MBE category.

(x) [Table 2: Unified Government Competitive Thresholds by Contract Type](#)

<i>Contract Type</i>	<i>Description/Thresholds</i>	<i>Code/Ordinance</i>
<i>Architectural and Engineering Services</i>	State law guides selection of architects and engineers based on qualifications (see SEC 29-312) price may not be a consideration in the selection process.	29-312

<p><i>Professional Services</i></p>	<p>Procurement of professional services such as consulting service.</p> <p>This section does not apply to architect and engineering selection processes.</p> <ul style="list-style-type: none"> • Direct selection is allowed for projects under \$50,000. • Contracts above \$50,001 require competitive solicitation 	<p>29-152</p>
<p><i>Procurement Policy</i></p>	<ul style="list-style-type: none"> • Contracts must be used if available and appropriate. • If no contract exists, Department may expend up to \$5,000 (excluding sales tax if required, and freight) without competition. • For acquisitions above \$5,001 with a total anticipated spend under \$50,000, departments obtain three quotes. • Purchases above \$50,001 require formal bids through Purchasing and Contracting. 	<p><i>Unified Government Thresholds</i></p>
<p><i>Public Works</i></p>	<p>Except for small public works capital or maintenance services valued up to \$150,000, public works contracts must be awarded following competitive bid or authorized alternative procurement method pursuant to Unified Government Code of Ordinances.</p>	<p>29-313</p>

(xi) Table 3: Contract Payment Types

Contract/Payment Type	Description
Contract	A legally binding formal contract that outlines the terms, conditions, and pricing to supply goods or services.
Consultant Contract	Payments to a consultant who provides specialized professional services based on a direct contract for specific expertise needed.
Consultant Roster	Payments made to a consultant selected from a pre-approved list (roster) of consultants that have been vetted.
Visa P-Card/Workday Receipt Voucher	A Purchases made using a company approved Visa card to make small-value purchases not-to exceed \$5,000, without going through the full procurement process.
Purchase Order	A formal document issued to a vendor specifying what to buy, price, and terms. Payment is made once goods/services are received and invoiced.

Section 6.02 Deliverables

The selected Consultant shall conduct a disparity study that will (ii) evaluate the procurement and contracting practices of the Unified Government and identify barriers or impediments to the utilization of MWBE firms, (ii) analyze utilization based upon the availability of ready, willing, and able MWBEs in the relevant market area, (iii) if disparity is identified, make recommendations as to how the Unified Government can lawfully improve its contracting practices to be more inclusive of MWBEs, taking into consideration the requirements of Local, State and Federal law.

During the contract, it is expected that the Offeror will update the Unified Government on a timely and regular basis, including, but not limited to, biweekly performance reports and monthly formal performance reports, as well as responses to requests for additional updates. The Offeror will be expected to make presentations and attend meetings at the County’s request.

Monthly performance reports shall summarize all pertinent work progress, including but not limited to: milestones reached, challenges identified in performing the scope of work, steps taken to overcome those challenges, outstanding issues, and as appropriate, recommendations regarding the Unified Government’s processes to enhance its ability to implement better communication and outreach strategies. The Offeror is expected to propose a work plan and schedule of deliverables for the MWBE disparity analysis and other services.

In addition, the Offeror shall provide a gap analysis summary report reflecting these findings following the conclusion of the Disparity Analysis.

The Offeror shall also produce a final report for the Unified Government with its data and analysis reviewed and discussed. The draft final reports shall be produced in a manner that clearly identifies findings and/or determinations that are specific to the Unified Government. The final report will support the Offeror's recommendations regarding the proposed goal matrix, capacity building and shared services capabilities, and other items from the above scope of services.

Each final report shall be: (a) written in clear and concise language using consistent terms; (b) easy to understand; (c) organized logically; and (d) consistent with widely accepted methodology. The final report will include an executive summary presentation.

The Offeror shall provide the Unified Government with all notes, work papers, records, and documentation that would be useful in defending the MWBE Disparity Analysis if ever subjected to legal challenge

The Unified Government desires to undertake all necessary and reasonable steps to lawfully ensure that MWBEs are afforded equitable opportunities to participate in local government contracting within the relevant marketplace from which the Unified Government routinely purchases significant quantities of goods and services. The Unified Government is interested in ensuring that its public contracting funds are not spent in a manner that in any way contributes to, or perpetuates, the effects of marketplace discrimination.

Section 6.03 *Time frame for Analysis*

The Disparity Study will be based on five (5) years of historical data, from January 1, 2019, to year to date in 2024, which will include the period impacted by Covid-19 and any other marketplace disequilibria. Business Ownership Categories include

- Women
- Black / African American
- Hispanic America / Latino American
- Asian or Pacific Islander American
- Native American

The Unified Government may request the selected Offeror to provide a brief feasibility analysis for supporting Veteran and Small Businesses participation in local contracting.

A. Work Elements Summary

The Unified Government expects the selected Offeror to include five work elements in performing the Disparity Study. The five elements are summarized below and are described in more detail in Exhibit A Scope of Work attached to this Request for Proposals.

1. *Work Element I: Legal, Historical, and Institutional Background*

In performing Work Element I, the Offeror shall review and evaluate the historical contracting and procurement policies, procedures, and practices of the Unified Government during the relevant 5-year study period.

2. *Work Element II: Availability/Utilization Disparity Analysis*

In performing Work Element II, the Offeror will review all available data and reports from physical records and any computer data tracking systems to provide separate analyses of both the Unified Government's utilization and the availability of MWBEs in the relevant geographic market area and to compare the utilization to the availability rates by race, ethnicity, gender, and certification status.

3. *Work Element III: Discrimination Analysis*

For Work Element III, the Offeror will produce quantitative and qualitative evidence to test rigorously whether any observed disparities found in Work Element II might be attributable to impermissible discrimination by the Unified Government or by contractors with whom the Unified Government contracts.

4. *Work Element IV: Marketplace Disequilibria Analyses*

The Offeror shall explore innovative qualitative and quantitative methodologies and data collection techniques to assess the pertinent impacts of other marketplace disequilibria, including but not limited to the effects of the Covid-19 Pandemic to ensure the results are not significantly affected by significant marketplace anomalies.

5. *Work Element V: Remedies*

If there is a finding that demonstrates disparity, the Offeror will produce a proposed methodology for the Unified Government to use in establishing WMBE goals for contracting.

Article VII. Proposal Format

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

Offeror **must** submit a complete copy of its response in the following format: One (1) original and Six (6) copies along with a flash drive in .PDF format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format or submitted via PDF file format.

Any Offeror 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 – RFP R41108 “Disparity Study for the Unified Government of Wyandotte County/Kansas City, Kansas”

Six (6) Copies, and One (1) original of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

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

*It is the offeror’s responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Offerors shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Section 7.01 Proposal Format and Content

In order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Section 7.02 Electronic Filing Requirements

If Offeror has not previously done so, it should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you

give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

Section 7.03 *Brief Executive Summary*

Introduction of the Offeror's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.

Identify proposed subcontractors, if any, by listing name, address, telephone and contact person. For each listed proposed subcontractor, include a brief history, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc. Proposer shall state whether it has worked with the listed proposed subcontractors in the past, addressing contractual relationship, frequency and scope of work completed.

Section 7.04 *Understanding of the Project*

Offerors must provide a comprehensive narrative statement that illustrates the following components in their response.

- 1. Collaboration with the Unified Government:** Describe your approach for ensuring a good working relationship with the UG during the study, including your approach for meeting management, communication, and reporting. Address what you need from the UG to ensure a collaborative relationship.
- 2. Work Schedule:** Include a proposed work schedule to accomplish all of the required tasks within the desired timeline.
- 3. Risk Management:** Describe your proposed approach for how you will work with the UG to identify and manage risks on an ongoing basis.
- 4. Stakeholder Engagement:** Describe your proposed approach to communicating and engaging with the stakeholder groups identified in the Scope of Work. Include examples of your experience with past stakeholder management, where relevant.

Section 7.05 *Methodology Used for the Project*

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. **Include responses to all questions and components outlined below in a proposal narrative of no more than 10 pages.** This 10-page limit applies only to the Proposed Plan of Action narrative and does not include other sections or requested

attachments. For ease of readability, please organize your narrative using the headers identified below, listing the section headers above your response.

1. Planning

- Describe how you will facilitate and incorporate conversations with UG staff and leadership around the UG's ongoing strategic initiatives throughout the study?

2. Data Collection and Disparity Analysis

- Describe how you will collect the data required to conduct the study, including what will be required from UG staff.
- Describe your approach for robust data collection and analysis to determine statistically significant disparity and how you will ensure your methodology is aligned with the UG's existing contract and vendor management systems.
- Describe your approach to identify the market area on which the disparity analysis will focus.
- Describe your approach for identifying all "ready, willing, and able" businesses (i.e. use of industry codes, databases referenced) and how you will ensure that businesses of all types and sizes will be represented.
- How would you assist the UG in understanding difference in disparities between local and non-local minority and women-owned businesses (e.g. inside and outside of Wyandotte County)?

3. Making Recommendations

- Describe your approach for identifying recommendations that are specific, actionable, and relevant for Wyandotte County.

4. Presenting Findings

- Describe your process for incorporating public comments and feedback in the development of the final report.
- Describe your past approaches for delivering final study findings in a way that is accessible and engaging to the public. Offerors may include examples of past disparity studies as attachments.

5. Stakeholder Engagement

- Other cities use various tools to engage the public on their disparity studies, including setting up an online landing page, designated study emails, and production of marketing collateral. What strategies would you employ for keeping the public informed and engaged throughout the study? Include any examples as attachments.
- Describe what steps you will take to ensure a transparent and inclusive participation process for businesses throughout the project.

Section 7.06 *Management Plan for the Project*

Offeror must provide a comprehensive narrative statement that sets out the management plan it intends to follow and illustrates how its plan will serve to accomplish the work and meet the Unified Government's project schedule.

1. **Collaboration with the Unified Government:** Describe your approach for ensuring a good working relationship with the UG during the study, including your approach for meeting management, communication, and reporting. Discuss what you need from the UG to ensure a collaborative relationship.
2. **Work Schedule:** Include a proposed work schedule to accomplish all the required tasks within the required timeline.
3. **Risk Management:** Describe your proposed approach for how you will work with the UG to identify and manage risks on an ongoing basis.
4. **Stakeholder Engagement:** Describe your proposed approach to communicating and engaging with the stakeholder groups identified in the Scope of Work. Include examples of your experience with past stakeholder management.

Section 7.07 *Experience and Qualifications*

The narrative should highlight the Offeror's ability to provide successful prior experience conducting disparity study analyses and include a description of the direct prior experience of your firm with other comparable governmental entities relating to disparity and policy analysis.

1. **Organizational Overview:** Provide a brief statement introducing your company and your sub-consultants and include how long your firm and sub-consultants have been in business, names of principles, their disciplines, and the number of employees.
2. **Firm Qualifications:** Provide a statement of the firm's capacity and qualifications for performing the specified consulting services. Include your unique capabilities around data collection and analysis relevant to this study, as well as firm's expertise in working within a municipal regulatory and legal environment.
3. **Staffing Plan:** Share your staffing plan, including roles and responsibilities among staff to accomplish your approach, and identify the project manager that will be assigned to this project. Include short descriptions of relevant skills and experience of staff. Offeror should identify which services will be completed by your firm's staff and which will be provided by sub-consultants, if any. Please include any experience of Offeror's personnel serving as designated testimonial or consulting expert witnesses under the Federal Rules of Civil Procedure or comparable state rules, in *Croson* litigation or other lawsuits challenging race- or gender-conscious contracting programs.
4. **Prior Experience:** Provide a narrative highlighting successful prior experience conducting disparity study analyses, and include a description of the direct prior experience of your firm with other comparable governmental entities relating to disparity and policy analysis.

5. **References:** Offerors should submit at least three (3) references for similar services performed within the past ten (10) years.

6. **Litigation Report** - Offeror shall provide a listing and disposition of all state and federal court cases it, including its Principal Researcher, has participated in and which involved their research or consultation in disparity studies and availability and utilization studies. Please discuss your Firm’s experience with producing similar studies, the scope of work of which were equivalent to the studies’ requirements herein.

Section 7.08 Cost Proposal

The contract will be for a firm fixed contract amount. However, Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

- a. Total Firm and Fixed FEE: \$ [Example \$450,000]
- b. Breakdown the fee using the tables below as a guide.
- c. Enter each position’s proposed task hours, then sum. Please include a copy of the resume of each individual proposed to be on the team and experience relevant to the proposed scope of work as an exhibit to the proposal.
- d. Indicate each position’s hourly billing rate.
- e. Sum and total at bottom right of table.
- f. Provide a proposed monthly pay schedule.

EXAMPLE ONLY- OFFEROR TO RE-PRODUCE	
POSITION/ HOUR PRICE BREAKDOWN-	
	Position and Hours

Task #	Task Description	Project Manager 'John Doe'	Assistant 'Jane Doe'	Interviewer 'Bob' Statistician	Report Writer 'John'
1	Preliminary Meeting	__Hours	__Hours	__Hours	__Hours
2	Planning	__Hours	__Hours	__Hours	__Hours
3	Interviews	__Hours	__Hours	__Hours	__Hours
4	Statistics Compilation	__Hours	__Hours	__Hours	__Hours
5	Statistical Analysis	__Hours	__Hours	__Hours	__Hours

6	Availability Analysis Report Preparation	__Hours	__Hours	__Hours	__Hours
7	Availability Analysis Report to City	__Hours	__Hours	__Hours	__Hours
8	Additional Interviews	__Hours	__Hours	__Hours	__Hours
9	Additional Statistics Compilation	__Hours	__Hours	__Hours	__Hours
10	Additional Statistical Analysis	__Hours	__Hours	__Hours	__Hours
11	Disparity Study Preparation	__Hours	__Hours	__Hours	__Hours
12	Disparity Study Report to City	__Hours	__Hours	__Hours	__Hours
Total Hours Each Position		__Hours	__Hours	__Hours	__Hours
Hourly Fee		\$__ / HR	\$__ / HR	\$__ / HR	\$__ / HR
Total Fee per Position		\$_____	\$_____	\$_____	\$_____
Other Costs					
Total Proposal Fee					

Offeror understands that it will be required to attend meetings with the Unified Government purchasing and project team, legal staff, and others as needed. The successful Offeror shall present the results of the disparity study resulting from the Request for Proposals to the Unified Government administration and bodyboard of Commissioners in person as requested.

Article VIII. Evaluation and Selection

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Section 8.01 Selection Criteria

- (a) Experience & Qualifications of the Firm, Key Staff, and Subconsultants to be assigned to the project
- (b) Proposed Delivery of Services
- (c) Management Plan for the Project
- (d) Proposed Contract Cost

Authorized Signature Page

By submission of this proposal, the undersigned certifies that the Offeror has the full authority to perform 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: _____

Address: _____

County: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____