

# Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP R40925**

**CONSULTANT FOR A COUNTY-WIDE CITIZEN SATISFACTION SURVEY  
FOR IDENTIFICATION OF FUNDING PRIORITIES**

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## **Article I. General Information**

### **Section 1.01 *Method of Source Selection***

Article §29-153 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.

### **Section 1.02 *Purpose***

The Unified Government of Wyandotte County/Kansas City, Kansas, is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for consultant services to develop, administer, analyze and present the results of a county-wide citizen satisfaction survey that will be used to identify funding priorities. Vendors 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. 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. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 2.1 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

### **Section 1.04 *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.

### **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. 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.

### **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: Kelly P. Regan, 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.

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 amendment to the RFP. The procurement officer will determine the appropriate method to be used.

**Kelly P. Regan, Buyer**  
**913-573-5447 phone**  
**913-573-5444 fax**  
[kregan@wycokck.org](mailto:kregan@wycokck.org)

### **Section 1.07     *Amendments & Addendums***

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

### **Section 1.08     *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

### **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. 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.

**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.

Proposed Project Schedule Date	Event
JUNE 6, 2024 2PM CST	Distribution of RFP
JUNE 18, 2024 2PM CST	Deadline for offerors to submit written questions
JUNE 25, 2024 5PM CST	Deadline for answering questions from offerors will be provided
JULY 2, 2024 2PM CST	Responses Due
JULY 2024	Notice to Shortlisted firms selected for interviews (if required)
AUGUST 2024	Notice of Award
AUGUST 2024	Contract Start

The length of the contract will be from the date of award and continue for a term length of 2 years with 3 Optional 1-Year Extensions.

Any extension must be approved by all parties as a written arrangement.

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.

**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 RFP 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. 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.

### ***Section 1.13 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.

### ***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 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.

### ***Section 1.15 Determination of Responsibility***

Per § 29-198 (Duty Concerning 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 determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. 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. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

### **Section 1.17 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.

### **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 offeror 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.

### **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).**

### **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 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 for information regarding Licensing and Occupational Taxes.

- The Contractor will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-137 through 18-139 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) 573-5098 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.

### ***Section 1.20 Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal. 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.

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 counter-offer 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.

### ***Section 1.21 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. “Established due date” is defined as 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:

- 1) **During Discussions: Prior to Best and Final Offers:** Once discussions are commenced with any offeror or after best and final offers are requested, any 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;
- 2) **Minor Informalities:** Minor informalities, unless otherwise corrected by an offeror as provided in this Section, shall be treated as they are under competitive sealed bidding;
- 3) **Correction of Mistakes:** If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes may be corrected and an intended correct offer will be considered only if:
  - a) The mistakes and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn; or
  - b) The mistake is not clearly evident on the face 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.

### ***Section 1.22 Mistakes in Proposals Discovered after Award***

Mistakes shall not be corrected after 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.

### ***Section 1.23 Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, 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**

### ***Section 2.01 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.

### ***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 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.

### **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 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.

### **Section 2.04      *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.

### **Section 2.05      *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.

### **Section 2.06      *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**

### **Section 3.01 *Contract Type***

This contract is a Fixed Price contract.

### **Section 3.02 *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.

### **Section 3.03 *Proposal as a Part of the Contract***

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

### **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 RFP and will not affect the proposal evaluations.

### **Section 3.05 *Insurance Requirements***

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

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, nonrenewal, 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 policies of insurance should expire or are canceled, it will be the responsibility of the successful offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

<b>Workers' Compensation</b>	
Applicable State	Statutory
<b>General Liability</b>	
Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

1. Additional Insured 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 this contract: (RFP R40925, Consultant Services for County-Wide Citizen Satisfaction Survey)
  
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 10 days prior written notice to the certificate holder.
  
3. Certificate Holder:  
Provide "RFP R40925, Consultant Services for County-Wide Citizen Satisfaction Survey" in the "miscellaneous" area of certificate.  
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7<sup>th</sup> 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 project director.

A Virtual Payment Option is now available. If you would like to learn more, contact Accounts Payable at 913-573-5250.

**Section 3.07 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.

### **Section 3.08 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.

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.

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

### **Section 4.01 Agreement with Kansas Law**

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

### **Section 4.02 Kansas Cash Basis Law**

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

### **Section 4.03 Payment of Taxes**

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

### **Section 4.04 Disclaimer of Liability**

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

## **Section 4.05     *Anti-Discrimination Requirements***

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry and other grounds prohibited by law. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

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

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

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

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

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto; Article 11 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, sections 18-137 through 18-139 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

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

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

#### **Section 4.06      *Termination for Default***

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

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

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

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

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

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

#### **Section 4.07      *Termination for Convenience***

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

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

The Procurement Officer shall pay the Contractor the following amounts:

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

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

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

#### **Section 4.08      *Disputes***

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

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor 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.

### ***Section 4.09 Representations***

The Contractor makes the following representations:

The price submitted is independently arrived at without collusion.

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

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

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

### ***Section 4.10 Ownership of Materials***

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

### ***Section 4.11 Availability of Records and Audit***

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

**Section 4.12 Assignment**

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

**Section 4.13 No Limit of Liability**

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

**Section 4.14 Indemnification**

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

***Transition***

- a. The Contractor shall work with the Unified Government, its Designated Agent, and the incumbent Contractor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the Unified Government of Wyandotte County.
- b. Upon expiration, termination, or cancellation of the Agreement, the Contractor shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by the Unified Government. The Contractor shall provide and/or perform any or all of the following responsibilities:
  - i. The Contractor acknowledges that the records, documentation, reports, data, etc., contained with the Contractor is property of the Unified Government. Further, the records, documentation, reports, data, etc. shall be provided to the Unified Government by Contractor in a workable, software-compatible format at no cost to the Unified Government.
  - ii. The Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Unified Government. The Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements, and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date.

**Article V. Background Information****Section 5.01 Background Information**

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 and, along with three other Kansas counties and eight Missouri counties, comprises the Kansas City Metropolitan Statistical Area with a population of approximately 2.1 million.

Pursuant to consolidation, 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. Top employers in the County include: University of Kansas Health Systems, Kansas City, KS K-12 school district, University of Kansas Medical Center, and Amazon distribution facilities.

## **Article VI. Project**

### ***Section 6.01 General Information***

The Unified Government of Wyandotte County/Kansas City, Kansas is soliciting proposals for consultant services to develop, administer, analyze, and present the results of a county-wide citizen satisfaction survey regarding existing services. Survey results will be used to assist in identifying funding priorities.

### ***Section 6.02 Contract Period***

The length of the contract will be from the date of award and shall continue until all services are completed.

### ***Section 6.03 Access to and Ownership of Files***

The Contractor agrees that the Unified Government shall have access to files created and provided by the Contractor. The Unified Government shall have the right, title interest and ownership of files; (paper and electronic) created as a result of services to be provided by the Contractor.

**Article VII. Proposal Format and Content**

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

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 #R40925**

**“CONSULTANT FOR A COUNTY-WIDE CITIZEN SATISFACTION SURVEY FOR IDENTIFICATION OF FUNDING PRIORITIES”**

Two (2) copies, one (1) electronic copy and one (1) original, of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance  
701 North 7th Street, Suite 649  
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.

**Section 7.01 Introduction**

Community input is vital to creating a desirable place to live, work and play. The Unified Government has recently adopted a new citywide comprehensive plan, PlanKCK, following an extensive engagement process. This document defines a shared vision for our community with a focus on community prosperity. With limited resources, the Unified Government is launching a “deep dive” to evaluate how we will attain fiscal sustainability, improve customer service, and promote equitable economic growth. Community survey results will help inform decision-making and guide budget prioritization during this period of transformation, enabling us to better understand community sentiment and perceptions along the way.

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 of 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.

The following must be submitted in the proposal:

## **Section 7.02     Scope of Services**

**A)** Historically the Unified Government has undertaken a biennial community-wide survey. The Unified Government would like to explore options of administering the survey more frequently. Please provide discussion and pricing of a community-wide survey per the scope of services below for the following periods: biennial (every other year), biannual (twice per year), and quarterly. It is envisioned the more frequent the survey, the shorter they would be. Please discuss other options if you wish.

1. Contractor will develop a statistically valid citizen satisfaction survey which will be used by the Unified Government to set funding priorities. Questions on the survey will focus on quality and importance of various government services **as well as those related to quality of life.**

Additionally, select demographic questions will be asked and compared to most current Census data to determine over or under representation of survey offerors.

2. All draft survey questions will be reviewed by the Unified Government prior to implementation of survey. Unified Government staff have maintained and updated a list of survey questions for benchmarking but will rely on the consultant to guide development. The Unified Government will provide input and final approval on survey questions.
3. Survey will be administered using the US Postal Service (paper), phone, and/or internet.
4. The surveys must be administered in both English and Spanish.
5. Contractor will compile a stratified random sample of potential survey offerors with the universe being Wyandotte County.
6. Proposal should include a discussion **and justification** of methodology used for sample selection to achieve a representative sample for **county at-large** and for **each commission district (see map at end of document)**.
7. Survey analysis will include charts, tables and GIS based maps. Survey analysis/reports will be compiled for the following areas:
  - a. Wyandotte County overall
  - b. For each Commission District in Wyandotte County
  - c. Neighborhoods within each Commission District (approximately 5 to 7 neighborhoods per Commission District). Neighborhoods are based on voting ward and precincts. Neighborhoods may be reviewed and revised due to 2020 redistricting process.

**(Note: Proposal should discuss the representative sample in terms of sample size, confidence interval and bound of error achieved by survey methodology.)**

8. Survey analysis should also include comparisons to other benchmark communities and past citizen satisfaction surveys by the Unified Government.
9. Based on previously discussed timeline, Contractor will present survey results to county administrators and the elected body.
10. Provide raw survey data in electronic format. Electronic format may be Microsoft Excel or Access. If there are options for online dashboards or other tools to make the data accessible, please include these options in the proposal.
11. Provide final presentation in PDF and PowerPoint electronic format.

**B)** Provide pricing of “specialty” surveys that may arise on an ad-hoc basis such as a survey of businesses; employee satisfaction survey (about 2,300 employees); and/or a Community Health Assessment. It is envisioned these surveys would be shorter surveys with analysis at the county and/or commission district level only.

**Section 7.03 Provide cost estimate for survey alternatives (US mail, phone, internet surveys) and sample selection. Qualifications:**

For each numbered item in this section, please provide a statement regarding the firm’s ability to meet the criteria.

1. Describe in detail the qualifications of the firm and the company personnel to whom the task would be assigned as well as any backup personnel. Details should include:
  - a. Familiarity and years of service to municipal and local government clients as related to community-wide citizen satisfaction surveys.
  - b. Detail of past work performance including size of entity.
  - c. Names of assigned personnel and their function with relation to this proposal.
  - d. Experience, education and training of assigned personnel with particular regard to survey experience.
  - e. Professional affiliations / credentials of assigned personnel as well as any pertinent publications.
  - f. Availability of personnel for consultation from other locations / specialties within the company.

2. Three (3) references or more with names, addresses, and phone numbers of current clients who can be contacted by the Unified for discussion of services provided to that client.
3. Statement regarding previous experience.
4. Any additional remarks the company wishes to make concerning their proposal and qualifications.

**Section 7.04 Cost Proposal**

The Offeror should quote a fee for the scope of services outlined in this RFP.

**Section 7.05 Performance**

How would the Offeror 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 VIII. Evaluation and Selection**

**Section 8.01 Selection Criteria**

**(a) Understanding of the Project 30%**

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified pertinent issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the Offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

**(b) Methodology Used for the Project 25%**

Proposals will be evaluated against the questions set out below.

1. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
2. How well does the methodology interface with the time schedule in the RFP?

**(c) Experience and Qualifications                    25%**

Proposals will be evaluated against the questions set out below.

*Questions regarding personnel.*

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

1. How well has the Offeror demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the Offeror regarding timely and successful completion of projects?
3. Has the Offeror provided letters of reference from previous clients?

**(d) Contract Cost                                    20%**

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

1. How reasonable are the Offeror's cost estimates?

**Signatures**

By submission of this proposal, the undersigned certifies that the Offeror 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: \_\_\_\_\_

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

County: \_\_\_\_\_

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

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

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

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

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