

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP – R25430

**RESIDENTIAL WATER AND SEWER SERVICE LINE
PROTECTION PROGRAM**

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Article I. **General Information**

Section 1.01 ***Introduction***

The Unified Government Water Pollution Control Division (UGWPCD) and the Board of Public Utilities (BPU) are soliciting Competitive Sealed Proposals from qualified individuals, firms, partnerships, and corporations to contract with a qualified firm to offer a “**Residential Water and Sewer Service Line Protection Program**”.

Section 1.02 ***Objective***

The overall objective(s) of this RFP is to provide Residential Water and Sewer Line Protection Program for residential customers and deliver a product package that will meet the needs of the Residential Service Line Repair Program. The services desired include the following:

1. The ability to deliver a product package that will meet the needs of our residential customers and provide them with a voluntary and affordable solution for costly and unexpected sewer and water service line repairs;
2. Minimize damage to surrounding streets and infrastructure and reduce the cost to customers by ensuring highly qualified contractors, which will adhere to state and local codes, perform necessary work on customer sewer and water service lines; and
3. Educate customers on their responsibility regarding line maintenance and repair

The Program offered shall provide coverage for the cost of repair and/or replacement of the portion of the water/sewer service lines that are the customer's responsibility, as described in the “Purpose/Definition of Current Need” section, including all labor and materials and program management to complete said repairs/replacements. The selected Provider will be allowed to directly market the program to BPU/UGWPCD customers and enter into policy agreements directly with such customers on a (customer) voluntary basis. The direct relationship will be between the customer and the Provider. The BPU/UGWPCD will NOT be involved in the relationship; it is up to the customer to determine if he/she wants to purchase the services from the Provider, and the Provider will be responsible for collection of premiums and remitting payments to contractors. Nothing shall be construed as a partnership or joint enterprise between Provider and UGWPCD/BPU. Provider shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors.

Section 1.03 ***Existing Environment***

The Unified Government is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas and County of Wyandotte. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten (10) other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 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***

Respondents should carefully review this Request for Proposals (“RFP”) 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 (10) days before the RFP opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective RFP and exposure of Respondents’ proposals upon which award could not be made. Protests based on any omission or error, or on the content of the RFP, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 ***Inquiries and Clarifications***

Any questions regarding the RFP shall be directed in writing to the attention of the Procurement Officer at the Office of Procurement and Contract Compliance, **ATTN: Sharon Reed, 701 North 7th Street, Suite 649, Kansas City, Kansas 66101, by fax at (913) 573-5444, or email at sreed@wycokck.org**. 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 at (913) 573-5440. 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.

Section 1.06 ***Amendments and Addendums***

Amendments and addendums will be made by addendum issued only to prospective Contractors known to have the RFP.

Section 1.07 ***Alternate Proposals***

Respondents may only submit one (1) proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.08 ***Implied Requirements***

By submission of the proposal, the Respondent certifies all services proposed meet or exceed all requirements as set forth in the RFP, 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 Respondent must be included in the proposal.

Section 1.09 ***Project Timetable and 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.

Date	Event
September 1, 2015	Distribution of RFP
September 10, 2015	Last day for respondents to submit written questions (Noon, CST)
September 14, 2015	Final day answers to questions from respondents will be provided
September 24, 2015	Responses due before 4:00 p.m. CST
TBD	Notice of shortlisted firms (If required)
TBD	Interviews (if required)
TBD	Notice of Award
TBD	Contract Start Date

The initial contract will be in effect from October, 2015 through September 30, 2017. The contract may be extended up to three (3) additional years upon written determination by the Unified Government.

Section 1.10 ***Location of Work***

The location(s) of work will be various locations throughout Wyandotte County.

Section 1.11 ***Proposals and Presentation Costs***

The Unified Government will not be liable in any way for any costs incurred by the Respondent in the preparation of its proposal in response to the RFP nor for the presentation of its 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 Unified Government's option. The 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 Respondent 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 Respondent must be clearly identified and the Respondent must include a brief statement that sets out the reasons for confidentiality.

Section 1.13 ***Cooperative Procurement***

If the Contractor selected agrees 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 Agreement to be entered into, 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 ***Determination of Responsibility***

Per Procurement Regulation 3-301.04, before awarding a contract, the Procurement Officer must be satisfied that the Respondent is responsible.

All Respondents shall supply information as requested by the Procurement Officer concerning the responsibility of such Respondent. The determination of responsibility shall be governed by Procurement Regulation 3-301. The contract file shall contain the basis on which the award is made.

Section 1.15 ***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. Respondents whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is provided in Article VIII of this RFP.

Section 1.16 ***Equal Treatment***

Respondents 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 RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Respondent's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.17 ***Award***

The contract shall be awarded in whole or in part to the responsible Respondent whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. An inability or failure to provide tax clearance letters from all of the local government entities (Johnson County, Kansas, the City of Kansas City, Missouri, and Jackson County, Missouri) with which the Unified Government has entered into an "Intergovernmental Agreement for Tax Verification Information" will result in a determination of non-responsibility. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Respondent 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 below in Section 1.21.

Section 1.18 ***Notification of Award***

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

- Submit a Performance Bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*form will be provided by the Unified Government*). All bonds required by this RFP must contain terms and conditions approved by the Unified Government and be executed by a

surety company authorized to do business in the State of Kansas;

- Submit an executed Appointment of Process Agent Form or a Foreign Corporation Form if the Respondent is not a resident of the State of Kansas (*form will be provided by the Unified Government*);
- Submit a Certificate of Insurance evidencing insurance as required by the RFP;
- Ensure that all occupation taxes and fees are paid in full. Contact the Unified Government License Division at (913) 573-8780 for information regarding licensing and occupational taxes; and
- Comply with Article XI of the Procurement Code and Chapter 11 of the Procurement Regulations regarding Affirmative Action and Equal Employment Opportunity. Contact the Unified Government Contract Compliance Division at (913) 573-5443 for information regarding these compliance requirements.

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

Section 1.19 ***Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal. Respondents must comply with all terms of the RFP, the Unified Government Procurement Code and Procurement Regulations, 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.

Respondents may not restrict the rights of the Unified Government or qualify their proposals. If a Respondent does so, the Procurement Officer may determine the proposal to be a nonresponsive counteroffer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other proposals;
- 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 Respondents meet all the mandatory requirements of the RFP, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award, submit a revised RFP to Respondents at a later date, or negotiate with Respondents who submitted proposals.

Section 1.20 ***Proposal Modification, Withdrawal, and Mistakes***

At any time prior to the specified date and time for submission, a Respondent may withdraw or modify a proposal in accordance with Procurement Regulation 3-103.10. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The procedures for addressing mistakes in proposals are set forth in Procurement Regulation 3-103.15. Contact the Procurement Officer as set forth in Section 1.05 for further information.

Section 1.21 ***Protests and Appeals***

Any protest or appeal of the contract award 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.

Article II. **Standard Proposal Information**

Section 2.01 ***Proposal Submittal***

Respondent shall submit a complete copy of its response on the Unified Government's e-procurement site at <https://purchasing.wycokck.org/eProcurement>. Alternatively, Respondent may submit one (1) copy of its complete response in Word format on A CD Disk along with a hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts, or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

For hard copy submittals, Respondent must submit one (1) original unbound and nine (9) copies of the proposal and supplementary materials to:

Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064

ALL HARD COPY SUBMITTALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP R25340 Residential Water and Sewer Line Protection Program
(along with the name and address of the Respondent)

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

Any Respondent that does not comply with these requirements may be disqualified.

Section 2.02 ***Authorized Signature***

All proposals must be signed by an individual authorized to bind the Respondent to the provisions of the RFP. Proposals must remain open and valid for at least one hundred-twenty (120) days from the opening date.

Section 2.03 ***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.

Section 2.04 ***Discussions with Respondents***

The Unified Government may conduct discussions with Respondents for the purpose of clarification 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 Respondents 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 Respondents 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. Respondents 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 2.05 ***Prior Experience***

The Respondent shall have at least five (5) years' experience providing residential water and sewer line protection program services.

A Respondent's failure to meet these minimum prior experience requirements will cause its proposal to be considered nonresponsive and therefore rejected.

Section 2.06 ***Evaluation of Proposals***

The Procurement Officer, or an evaluation committee made up of the Procurement Officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Article 8 of this RFP.

Section 2.07 ***Selection of Best Qualified Respondent and Submission of Cost Data***

The best qualified respondent or respondents will be selected based on the evaluation factors set forth in the RFP. Cost proposals will be solicited from respondents. Negotiations will be conducted concerning fair and reasonable compensation. If compensation cannot be agreed

upon with the best qualified respondent for services, then negotiations will be formally terminated with the selected respondent and negotiations will be conducted with other qualified respondents.

Section 2.08 ***Contract Negotiations***

After completion of the evaluation, including any discussions held with Respondents 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 Respondent's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

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

Section 2.09 ***Failure to Negotiate***

The Unified Government may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest ranked Respondent if the selected Respondent:

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

Article III. **Standard Contract Information**

This contract is a ***fixed price*** with Adjustments contract.

Section 3.01 ***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 or the County Administrator's designate. Upon written notice to the Respondent, 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 Respondent, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.02 ***Proposal as a Part of the Contract***

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

Section 3.03 ***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 3.04 ***Insurance Requirements***

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

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent'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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The successful Respondent 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 Respondent 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:

Workers Compensation

Applicable State	Statutory
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General Liability

Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

Section 3.05 ***Informal Debriefing***

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

Section 3.06 ***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 3.07 ***Contract Changes - Unanticipated Amendments***

During the course of this contract, the successful Respondent 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 successful Respondent a written description of the additional work and request the Respondent 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 pursuant to Procurement Regulation 7-101.

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

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

The following terms and conditions must be agreed to by the successful Respondent (hereinafter referred to as "Contractor") and are hereby made a part of the contract entered into between the Unified Government and the successful Respondent (hereinafter referred to as "the Agreement"), unless specifically modified in writing:

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

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Section 4.02 ***Compliance with Law***

Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out the Agreement, regardless of whether those legal requirements are specifically referenced in the Agreement.

Section 4.03 ***Authority to Contract***

Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into the 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 the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

Section 4.04 ***Modification of Agreement***

The 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 the Agreement.

Section 4.05 ***Assignment***

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

Section 4.06 ***Kansas Cash Basis Law***

The 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. The 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 the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Section 4.07 ***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 the Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.08 ***Licenses and Permits***

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the Agreement. Contractor 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.

Section 4.09 ***Independent Contractor Relation***

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

Section 4.10 ***Discrimination in Delivery of Services Prohibited***

During the performance of the Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

Section 4.11 ***Equal Opportunity and Affirmative Action***

- a. Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- c. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.
- e. Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with the Agreement.
- f. If Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of contract and the 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 (1) year. Provided that, if a contract 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.

g. Contractor shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.

h. Contractor, in carrying out the 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 the Agreement.

Section 4.12 ***Representations***

The Contractor 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 12 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 Section 12-106 of the Procurement Code; and
- 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.

Section 4.13 ***Waiver of Breach***

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

Section 4.14 ***Severability***

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

Section 4.15 ***Entire Agreement***

The Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Agreement. The Agreement is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

Section 4.16 ***Disclaimer of Liability***

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

Section 4.17 ***Termination for Default***

If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) 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 the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (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 Contractor is adjudged bankrupt or insolvent;
- If Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Contractor or any of his property;

- If Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Contractor repeatedly fails to supply sufficient services;
- If Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of the Agreement.

Section 4.18 ***Termination for Convenience***

The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement 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 Agreement terminated and when termination becomes effective.

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 4.19 ***Disputes***

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (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 thirty (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.

Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, the 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 4.20 ***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 the Agreement, shall be in the Unified Government.

Section 4.21 ***Availability of Records and Audit***

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, services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement. Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the RFP 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 his Records for a period of three (3) 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 4.22 ***No Limit of Liability***

Nothing in the 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 4.23 ***Indemnification***

Contractor shall indemnify, defend, and hold the Unified Government 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.

Article V. **Background Information**

Wyandotte County, Kansas comprises approximately 150 square miles and is located near the confluence of the Kansas and Missouri Rivers in the eastern end of the State of Kansas and western portion of the Greater Kansas City metropolitan area. The Board of Public Utilities (BPU) provides water supply and the Unified Government Water Pollution Control Division (UGWPCD) provides wastewater treatment within Wyandotte County. Generally, the

information/terms provided in this document shall be considered to apply universally for both utility services except where provided by separate sections denoted as BPU and/or UGWPCD.

The Board of Public Utilities serves water to Kansas City Kansas and Wyandotte County, Kansas. The Utility is a quasi-municipal agency that provides drinking water to more than 55,000 customers. The service area in Wyandotte County includes approximately 46,000 residential customers. The service line material includes galvanized, copper and plastic.

The UGWPCD operates the wastewater collection and treatment facilities. The wastewater collection system includes approximately 750 miles of sanitary/combined sewers. The systems included pipes of various materials and ages, some recently placed into service and 100+ years old. The UGWPCD system contains approximately 45,000 connections that provide service to residential accounts/customers. Most residential sewer service laterals are approximately 4" diameter and are primarily either vitrified clay or PVC. The resident/customer is responsible for the service laterals to (and including) the connection to the public main.

Article VI. Purpose

Section 6.01 *Current Need*

UGWPCD and BPU are seeking proposals for a water/sewer service line protection program. UGWPCD customers are responsible for maintaining their service lines for a defined point of responsibility to the customers' point of use. The defined point of responsibility for water service responsibility starts at the first control valve which is the curb box for inside meters and at the meter box for outside meters. The defined point of responsibility for sewer service starts at (and includes) the connection to the main line. Many customers may not be aware of their responsibility to maintain the service line until a leak/blockage or other problems occur.

BPU customers are responsible for maintaining the water service from the first control valve (curb box for inside meters & meter box for outside meters which is typically from customer's property line to the customer's point of use. Curb stops may be in the parkway or in the driveway/sidewalk. Meter boxes are typically in the landscaped area but on occasion it could be in a sidewalk. Most customers may not be aware of their responsibility to maintain the water service line until a leak occurs.

Among the benefits sought for the service line protection program are:

1. **Education** — inform customers of their responsibility to maintain the sewer/water service line.
2. **Affordability/Quality** — provide a reasonably priced quality service for customers to repair/maintain their service line if/when it becomes necessary.
3. **Consumer Protection/Quality** — ensure that qualified (preapproved) plumbing contractors respond to and satisfactorily repair the service line in accordance with UGWPCD/BPU policies, rules and regulations.
4. **Efficiency** — encourage timely repairs to service lines and minimize cost/difficulties through economy of scale with in UGWPCD/BPU services area.
5. **Hassle Free and no Cost of Utilities** — Service provider handles all aspects of the program without cost/efforts required by UGWPCD/BPU

Article VII. **Project Scope**

Section 7.01 ***Scope of Work***

BPU/UGWPCD customers are responsible for maintaining their service lines from a defined point of responsibility to the customers' point of use. BPU/UGWPCD desires to solicit sealed proposals to procure the best value for the Unified Government residents in accordance with the specifications and documents herein for acquiring Residential Water and Sewer Line Protection Program.

(a) Coverage

Provide coverage for repair and/or replacement of the residential customer's water and sewer service lines, as well as labor and materials to complete all repairs and/or replacement including basic site restoration such as backfilling, raking and reseedling/re-sodding, and/or replacement of concrete walkway and pavement and other improvements as necessary. Minimum coverage shall include:

1. Coverage for the cost of repair and/or replacement of residential water service lines from the meter/curb stop to the residence first control valve inside the house and sewer lateral lines from the connection to sewer main to the residence;
2. Base coverage to repair leaks, blockages and breaks due to normal wear and tear, defects in materials, freezing and earth movement;
3. Shall optimize value of Program to customers by recommending coverage limits and premium cost to customers.
4. No requirement for customer to pay for service call charges, deductibles or pre-inspections;
5. Guaranteed two-hour (2) response time by a qualified plumbing contractor;
6. Cost of acquiring permits, if required, will not be passed on to the customer.
7. Basic site restoration describing extent of coverage for restoration of hardscape, landscape, driveways and sidewalks; and
8. It is preferred that an inspection of the resident's water and/or service line or plumbing facilities not be required as a prerequisite for enrollment in the Program. However, the selected Provider may institute a waiting period from the start of the customer's service contract prior to the honoring of the first claim(s) for service.

(b) Repair Service (s)

Provide qualified, and reputable licensed professional plumbers to perform the repairs or replacement of the water and sewer service line. The plumbers must meet the following requirements:

1. The plumbing Contractor must be licensed/authorized to do business in the State of Kansas and Wyandotte County, as well as any other licensing as may be required.
2. A licensed plumber (current/active) must be present at all times to direct activities and perform all work that requires a licensed plumber and when multiple licensed and/or unlicensed workers are assigned to a job.
3. All plumbing Contractors must be bonded and insured.
4. All plumbing work must be in compliance with all state and local codes, policies, rules and regulations.
5. Provider guarantees that all contractors assigned to the Program will be qualified and licensed plumbers.

6. BPU Specific requirements-

- a. BPU requires one (1) repair for a galvanized service break. After one (1) repair the insurance company should replace the service line from the first control valve to inside the residence in accordance with BPU specifications.
- b. All water service repairs to be made by a licensed plumber, authorized to do business in Wyandotte County, and shall be made in accordance with the latest version of the Board of Public Utilities policies and Rules and Regulations Pertaining to Water Services

7. UGWPCD Specific requirements-

- a. Repair damaged, clogged, broken, or otherwise non-functioning sewer service lines.
- b. Limits of work are from face of structure foundation to (and including) connection to sewer main line.
- c. Includes residential service lines, typically 4-6" diameter.
- d. Includes cost to locate, investigate, repair/replace line, and basic restoration of all disturbed areas including backfill, grading, raking, reseeding/resodding, and replacement of damaged/removed pavement, curb&gutter, driveway, and sidewalk. It shall be provider's responsibility to notify property owner of conflict/impact with other structures or landscaping to determine alternatives and resolve on case by case basis

- e. All repairs to be made by a licensed plumber, authorized to do business in the Wyandotte County, and shall be made in accordance with the latest version of *“Technical Provisions and Standard Drawings for Roads and Sewers”* published by the Unified Government Public Works Department (UGTP).
- f. In cases where the qualifying service line exhibits multiple defects (more than 2) and/or significant root intrusion and/or ground water infiltration, the entire service line shall be replaced to provide a watertight connection at the main in accordance with the current Plumbing Code and UGTP.
- g. Provide a proposed course of action (including action and financial responsibilities) to provide new separate sewer service laterals and connections to the main in accordance with UG Codes and UGTP for instances where one (1) for more additional service lines connect to a program covered service line.

(c) Administration/Billing

Minimum administration and billing services shall include:

- 1. All phases of program administration including, but not limited to, customer requests for service repairs, enrollment options, billing, billing inquiries, customer complaints and service cancellation;
- 2. An appointed employee as the key contract/representative for the UGWPCD/BPU's account;
- 3. Provider-maintained customer enrollment information and the provision of current enrollment information to the UGWPCD/BPU at a required frequency of quarterly, and as otherwise requested by UGWPCD/BPU; and
- 4. Provider-managed process of enrollment, billing, notification and collection of delinquent Program fees.

(d) Customer Service

Minimum customer services shall include:

- 1. A toll-free customer service telephone number available 24 hours-a-day, 365 days-a-year, with live staff for all customer claims;
- 2. A toll-free telephone number for customer inquiries, application for service, customer billing and non-emergency calls, etc. during normal business hours, 8 am till 5 pm (Central Time) Monday – Friday; and
- 3. Guaranteed response times within two (2) hours from notification by the customer, including schedule of repair with customer and repair contractor.

(e) Marketing**Minimum marketing services shall include:**

1. Provider shall provide a marketing plan that is directed at all UGWPCD/BPU residential customers. All marketing materials must be pre-approved by the UGWPCD/BPU;
2. Provider must pay for all marketing design and production costs for brochures, flyers, press releases, and other marketing needs. The Provider must pay for all mailing materials and postage costs incurred.;
3. Provider is strictly prohibited from selling, trading or in any way sharing or distributing the UGWPCD/BPU's customer contact information to any entity or individual not associated directly with the provisions of this Program.

(f) Quality Assurance**Minimum quality assurance services shall include:**

1. All Providers and contracted plumbing Contractors must have quality assurance program/procedures in-place.
2. Upon UGWPCD/BPU's request, within thirty calendar days, Provider shall supply customer service, dispatch, enrollment, quality assurance and customer satisfaction reports, including but not limited to, customer information and counts, quantity of successful repairs, service provided, plumbing contractors and crew members assigned to projects, and other information deemed desirable for quality assurance and control.
3. Provider shall perform contractor job oversight, including but not limited to, honest reporting, customer satisfaction and high quality workmanship.

(g) Liability and Warranty

Provider assumes all liability for services provided and issues a warranty, of at least one year, for all services and materials provided by contractor for service line repair or replacement work.

(h) Reporting Requirements

The initial listing of required reports will be developed in consultation with the selected Provider and the UGWPCD/BPU prior to the execution of the contract. Reporting requirements may, however, change during the duration of the contract, and the Provider will be expected to meet the reporting needs of the UGWPCD/BPU.

(i) Progress Meetings

The selected Provider will be required to meet periodically with the UGWPCD/BPU management staff/program team in Kansas City, Kansas to discuss the progress in developing, marketing and implementing the program. It is anticipated that these meetings will take place each month for six months from the date of the contract execution, at which point the meetings will occur bi-annually. Monthly written progress reports on program activity may be submitted electronically. Accordingly, please factor the cost of your attendance at these meetings into your proposal.

(j) What the UGWPCD/BPU will provide (as a minimum)

1. List of current water and sewer customers.
2. The UGWPCD/BPU requires the Contractor to notify the UGWPCD/BPU of any repairs at any residence under this Program to assure that all lines that are the responsibility of the UGWPCD/BPU are inspected and if necessary, repairs are scheduled.

Article VIII. Proposal Requirements

The Unified Government discourages overly lengthy and costly proposals, but in order to evaluate proposals fairly and completely. Then respondents shall organize into the following sections and contain the material and information noted and provide all information requested.

1) Service Plan

Provide detailed information regarding the Residential Service Line Repair Program including, but not limited to, the following:

- A. Plan Coverage- Description of the scope of coverage of the proposed Program, including the limit of extent of coverage, coverage amounts (dollar amount covered per claim), limit of claims allowed per customer every subscription year, guaranteed time to respond to customer calls and timeliness of actual repairs/replacements;
- B. Plan Terms- Description of Program terms and conditions, including enrollment procedures and waiting period for coverage to be effective after sign-up, administration of late fees, customer cancellation policy, pre-inspection prerequisite requirements (if any), policy for transfer of coverage to subsequent purchaser of property and overlapping coverage with other homeowner/renter property insurance;
- C. Plan Limitations- Description of Program coverage limitations and exclusions, including repairs or replacements not covered, limits of Provider liability, compliance with local code and city/county ordinance (i.e. obtain necessary permits), and appeal procedure for denial of coverage;

- D. Plan Overages- Description of procedures for customers if repair exceeds plan coverage limitations (i.e. cost to replace/repair the line exceeds the dollar amount covered per claim);
- E. Plan Warranty- Description of warranty provisions for repair/replacement work performed, including warranty of workmanship and/or materials used, coverage of subsequent repair to a prior-covered repair, and certification of work performed by licensed plumbing contractors and the process a customer would follow to request a warranty repair;
 - 1. What components of the warranty program are included in the Service repair? (curb box service line, main shutoff in the house, inside plumbing, landscaping, and sprinkler systems for example)
 - 2. Explain different options of warranty programs that are provide to homeowners
- F. Claims- Description of the claims process and average cycle times from claim submission, to the date work is started, to repair completion; and
- G. Landscaping- Describe how landscaping, turf restoration, fencing, backfilling, raking and reseeding/re-sodding, and/or replacement of concrete walkway and pavement and other improvements encountered or removed during the repair are handled, and if so, define any limits that apply.

2) **Customer Service**

Provide detailed information on your Customer Service/Call Center including, but not limited to the following:

- A. Description of what customers should expect when a service request is made, including the customer interface (i.e. website, phone number). Provide procedures to handle customer service/claims requests, handling of emergency calls and non-emergency calls, scheduling of repairs, and verification of work performed;
- B. Emergency repair response times and procedures for handling customer claim calls, including timeframes for contacting customers, and response time for repair contractor to respond on-site. Describe customer interface with Customer Service/Call Center for emergency repair, including customer interface if call is made outside of normal business hours;
- C. Define Customer Service/Call Center normal business hours to answer calls for all customer non-emergency calls, including customer applications for service, customer billing, customer inquiries, and customer disputes. Provide a list of holidays that the Customer Service/Call Center will be closed for non-emergency calls. Describe customer interface if call is made outside of normal business hours;

- D. Description of Customer Service/Call Center capabilities such as number of staff to handle the UGWPCD/BPU's customer calls, experience of staff, and bilingual language capacity.; and
- E Description of customer dispute resolution policy/procedures.

3) Marketing

Provide detailed information on your anticipated marketing strategy for the UGWPCD/BPU including, but not limited to, the following:

- A. Information on the methods, timing and plan for the Program, (e.g. mix of techniques, including direct mail, promotions, brochures, flyers and internet site). Also indicate the number of times you will use the proposed method(s) (e.g. direct mailing- four direct mailings the first year, one per quarter) in the first year and each following year for a total of five years. Include examples of the types of promotional materials that will be used;
- B. Description of expectation of UGWPCD/BPU's involvement and responsibilities in the marketing process and what is needed from the UGWPCD/BPU to ensure a successful marketing campaign;
- C. Description of how the list of UGWPCD/BPU customers will be obtained;
- D. Description of estimated minimum marketing investment by the Provider during each of the first two years;
- E. Describe your marketing staff. Indicate how many people will be dedicated to the UGWPCD/BPU's marketing program, and years of marketing experience for a utility similar to UGWPCD/BPU in terms of age, population and socioeconomic demographics and customer accounts;
- F. Provide an estimate, and details supporting the estimate, of the number of customers that can be expected to enroll in the program during each of the first two (2) years and subsequent three (3) years, of total potential contract term; and
- G. Provide market penetration that was achieved by your firm for each year for the first two (2) years for three (3) programs in utilities similar to UGWPCD/BPU in terms of age, customer accounts, population, and socioeconomic demographics.

4) Quality Assurance

Provide detailed information on your quality assurance program/procedures including, but not limited to, the following:

- A. Description of how work on covered service lines will be evaluated;
- B. Description of key performance measures of success and customer satisfaction that will be tracked for the Program;
- C. Description of policies and procedures to oversee and evaluate contractors' work on repairs;
- D. Detailed table or matrix identifying all parties responsible for all functions or elements; and
- E. The UGWPCD/BPU's program, also indicating if they are employed directly by the firm or are a subcontractor.

5) Implementation

Provide a tentative project plan to implement the Program including, but not limited to, the following:

- A. A copy of the policy provided to the customer under the Program and any application the customer will be required to submit to sign-up for the Program; and
- B. Description of what would happen to participating customers if the Program is discontinued (i.e. UGWPCD/BPU's contract with Provider not renewed or the Provider goes out of business).

6) Claim History

- A. Recent customer satisfaction ratings for your firm's similar programs and the contractors utilized to perform the work, indicating methods used to measure customer satisfaction.
- B. For three (3) existing contracts your firm has with utilities similar to UGWPCD/BPU in terms of age, customer accounts, population, and socioeconomics demographics, for the last two (2) fiscal years, provide:
 - 1. Total number of claims;
 - 2. Average amount paid per claim;
 - 3. Number of claims paid per year;
 - 4. Average amount claimed but not paid; and
 - 5. Number and type of satisfied customers regarding claims management and contractor performance.

7) Cost Information

Provide detailed information on cost information including, but not limited to, the following:

- A. Description of monetary coverage limits you would propose to offer to UGWPCD/BPU's enrolled customers, in terms of the maximum amount per covered incident and per calendar year, and individually for both the water and sewer program;
- B. Proposed billing frequency options to customers;
- C. Proposed premiums, based on billing frequency, for both the water and sewer programs separately; and what if any bundling discount would be available;
- D. Description of how long the above premiums would be in place for both the water and sewer programs and how the need to raise premiums would be handled in the future; and
- E. Identify enhancements to the Program that either reduce cost or add value to the Program.
- F. Each Respondent shall include unit and total sum proposal price.
- G. All unit pricing will remain firm and fixed for the full term of the contract including renewals, unless an adjustment clause is included herein. Adjustment request, if submitted, must be received by UGWPCD/BPU not more than ninety (90) or not less than (60) days prior to the end of the initial two (2) year contract term and any subsequent one-year contract renewal term
- H. Delivery cost, if any, shall be included in all proposal pricing

8) Reporting/Samples

The selected provider will be required to submit quarterly management reports to the UGWPCD/BPU detailing all aspects of the program. Provide a detailed description and listing of reports proposed for the UGWPCD/BPU's program. Provide samples of at least three (3) complete reporting packages used in other jurisdictions.

- A. Provide copy of policy and all documents that prospective residential customers would be required to execute to enter an agreement with the Proposer.

9) References

Provide references from three (3) service line repair/protection utilities with programs similar to the one described in this proposal with at least one (1) reference of a similar size and age of service lines as the UGWPCD/BPU. Failure to provide references may result in disqualification of the entire proposal.

References will be asked for information regarding the character, integrity, reputation, judgment, experience, location and efficiency of the bidder. In addition, references will be asked to comment on the ability, capacity and skills of the bidder to perform the contract and provide the services required. Please provide for each reference:

1. Entity Name, address;
2. Contact Name, Title;
3. Phone Number and email address; and
4. Contract duration with provider

10) Provider Experience

Provide background information on your firm including, but not limited to, the following:

- A. Description of the firm and general background such as ownership, longevity, staff size and qualifications, main branch of operations location and services provided;
- B. Description of the firm's experience serving a jurisdiction similar to UGWPCD/BPU in terms of age, customer accounts, population and socioeconomic demographics;
- C. Description of the firm's experience with service line repair/protection programs including the total number and location of active utilities currently served through an agreement or other forms of contract;
- D. Provide documentation of the financial strength of your firm, including your Better Business Bureau Rating and a description of the financial resources and ability to perform the contract or provide services;
- E. Describe any State Attorney General Complaint, fine, action or settlement filed or taken against your firm or any affiliates in the past three (3) years;
- F. Describe any state Department of Insurance or other state agency complaint, fine, action or settlement filed or taken against your firm or affiliates in the past three (3) years;

- G. Describe any federal agency complaint, fine, action or settlement filed or taken against your firm or affiliates in the past three (3) years;
- H. Describe any local government agency complaint, fine, action or settlement filed or taken against your firm or affiliates in the past three (3) years;
- I. Describe any criminal convictions (misdemeanor and felony) against your firm or affiliates in the past three (3) years; and
- J. Provide certificates of ability to provide insurance coverage in the State of Kansas.

Article IX. **Evaluation and Selection Criteria**

The selection committee will evaluate all proposals according to the following selection criteria:

- (a) Project Methodology – 30%**
- (b) Experience – 20%**
- (c) Implementation Schedule - 15%**
- (d) References – 15%**
- (e) Cost – 15%**
- (f) Overall quality, completeness, organization, compliance and responsiveness of the proposal - 5%**

Total 100

Overall, a minimum of fifteen percent (15%) of the total evaluation points will be assigned to cost. The lowest cost proposal will receive the maximum number of points allocated to cost.

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

**RFP - R25340
Residential Water and Sewer Line Protection Program**

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code;
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition; and
- 5.0 it has the full authority of the Respondent to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 120 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

Kansas City, State, Zip: _____

SSN or Federal ID Number: _____

Phone Number: _____

FAX Number: _____

E-mail: _____

STATEMENT OF NO RESPONSE FORM

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Sharon Reed Telephone: (913) 573-5465 Return by Fax: (913) 573-5444

Due Date: 9/24/15

Number: R25340

Description: Residential Water and Sewer Line Protection Program

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- ☐ 1. We cannot provide a service to meet the required specifications.
- ☐ 2. The closing date does not allow adequate time to prepare a response.
- ☐ 3. We have chosen not to do business with the Unified Government of Wyandotte County.
- ☐ 3. Remove us from your vendors’ list for this commodity/service.
- ☐ 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

Note: Statement of No Proposal may be faxed to the Procurement and Contract Compliance Department (913-573-5444) or emailed to sreed@wycokck.org