

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE DEPARTMENT

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL 19-0010 BRAND CONSULTANT

July 23, 2019

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide brand consulting. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, August 13, 2019.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

Paul Regehr Buyer

PR/hp

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 511,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Health Department (hereinafter referred to as "SCHD") is seeking the rebranding. Our mission is to improve the health of Sedgwick County residents by preventing disease, promoting wellness and protecting the public from health threats. We provide a wide range of programs and services designed to help all residents live healthier lives. These include vaccination programs, home visits for pregnant and parenting families, nutrition information, clinic service for dental health, travel health and sexual health. In addition our staffs respond to disease outbreaks and other public health emergencies to help keep our community safe. We collect population heath data, conduct research and evaluate programs to provide a clear picture of the health status of our community to inform the strategic development of future initiatives.

SCHD's desire is to restore those relationships to prior levels and demonstrate our ability to be a local leader again.

As part of this process we desire assistance with obtaining input from internal and external partners, revisiting our mission statement, modifying/revitalizing our website to have an updated, fresh look and one that the community would want to visit, fresh look for SCHD without competing with the county logo, and guidance with marketing of the above.

Project Objectives

SCHD is seeking proposals from professional firms with experience in working with organizations interested in community branding, advertising, and public relations. This is a request for proposal for such consulting services, that can execute the necessary processes and achieving our goal of creating a successful imaging and re-branding campaign.

- 1. Acquire a brand consultant meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- 3. Acquire a brand consultant Services with the most advantageous overall cost to the County.

III. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Jack Regehr Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, August 13, 2019.** Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

IV. Scope of Work

The proposal with include a detailed description of the community engagement process to be undertaken in the rebranding process.

- 1.1 Project Management-consultant will lead all aspects of the SCHD's branding and website initiative including:
- 1.2 Advisory to SCHD Leadership team.
- 1.3 Facilitator during the research process and/or testing of the new brand-including descriptions of community engagement effort that will take place during this process. The consultant will be expected to employ creative means of public engagement to ensure that all segments of the community are aware and involved in the project.
- 1.4 Interview SCHD stakeholders to affirm its value proposition, identify communications gaps and assess opportunities for deeper engagement.
- 1.5 Conduct research of our primary internal and external audiences to determine their perceptions of our brand.
- 1.6 Develop a brand strategy that encompasses, brand values, personality, value proposition, relevant to Sedgwick County, but also reflect the desire to move forward.
- 1.7 Present-clean, fresh-not representative of our physical locations.
- 1.8 Endorsement-the brand must be authentic and resonate with citizens, partners, employees and community groups.
- 1.9 Guidance on brand launch

Deliverables

- 2.1 Communication framing; diverse package of communications tools and templates designed pursuant to SCHD's new brand; and communications distribution platforms identified
- 2.2 Key summary and brand strategy document
- 2.3 Key messages
- 2.4 Mission, vision, values
- 2.5 Tagline if applicable
- 2.6 Visual identity with logo files saved in EPS format

Budget

1. The budget range for this work is \$35,000-\$40,000.

V. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VI. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Jack Regehr at Jack.Regehr@sedgwick.gov by 5:00 p.m. CDT July 31, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 5:00 p.m. CDT August 2, 2019. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have an understanding of industry standards and best practices.
- 2. Have experience in managing projects of comparable size and complexity to that being proposed.
- 3. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
- 4. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
- 5. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 6. Provide project supervision (as required) and quality control procedures.
- 7. Have appropriate material, equipment and labor to perform specified services.
- 8. Park only in designated areas and display parking permit (if provided).
- 9. Wear company uniform or ID badge for identification purposes.
- 10. A firm of designers and communications strategists that can handle multiple projects in a time-efficient manner.
- 11. A creative, out-of-the-box team of thinkers with proven success at design and strategic communications.
- 12. A minimum of 10 years of professional experience in strategic communications and creative design with a proven track record.
- 13. Experience with visual storytelling, including use of web-based graphics, videography and/or photography.
- 14. Staff that is representative of the cultural and ethnic diversity of the Kansas.

Project Timeline

Work would begin summer/fall 2019 and continue through Quarter 1 2020. While the branding firm would provide support in creating a timeline, the expectation is that there would be a Quarter 2 launch of key updated brand elements, and planning for a Quarter 2 (2020) launch of a new website and rollout of all other materials.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
A. All information requested in the RFP was provided	10
B. Previous experience, detailed, of working with projects similar to the	25
project components identified in this RFP along with team Leaders you	
would propose for this RFP and their relevant experience.	
C. Engaging community members and employees	10
D. Experience with website development	20
E. Acceptable detailed work plan and timeline	10
F. Positive references that vouch for quality of vendor's work and	15
experience completing similar projects in a professional, timely and cost	
effective fashion	
G. Project Cost *	10
Total Points	100

Assume the following cost proposals (examples only)

- A. \$18,000.00
- B. \$25,000.00
- C. \$32,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A.	\$38,000.00 divided by \$50,000.00 = .76	.76*10	7.6 points
В.	\$38,000.00 divided by \$38,000.00 = 1.00	1.00*10	10 points
C.	\$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	July 23, 2019
Questions and clarifications submitted in writing by 5:00 p.m. CDT	July 31, 2019
Addendum Issued by 5:00pm CDT	August 2, 2019
Sealed Proposal due before 1:45pm CDT	August 13, 2019
Evaluation Period	August 13 – September 4
	2019
Board of Bids and Contracts Recommendation	September 5, 2019
Board of County Commission Award	September 11, 2019

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue until completion of project plus contracted for additional services.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment and invoice provisions.pdf

F. <u>Insurance Requirements</u>

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

<u>NOTE:</u> If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:		
Applicable coverage per State Statutes		
Employer's Liability Insurance:	\$500,000.00	
Commercial General Liability Insurance (on form CG 00 01 04	13 or its equivalent):	
Each Occurrence	\$1,000,000.00	
General Aggregate, per project	\$2,000,000.00	
Personal Injury	\$1,000,000.00	
Products and Completed Operations Aggregate	\$2,000,000.00	
Automobile Liability:		
Combined single limit	\$500,000.00	
Umbrella Liability:		
Following form for both the general liability and automobile		
Required/ _X Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Professional Liability/ Errors & Omissions Insurance:		
Required/ _X Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Pollution Liability Insurance:		
Required/X_ Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PROVIDING MEDIA/PUBLIC RELATIONS SERVICES:

In addition to the above coverages, you shall also provide the following:

Media Liability Insurance:	

Insurance including but not limited to coverage for the perils of defamation, social media, invasion of privacy, infringement of copyright, and plagiarism	\$1,000,000.00 \$1,000,000.00
Each Occurrence Aggregate	

G. <u>Indemnification</u>

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions

https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor

https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VII. Required Response Content

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 3. The firm's relevant experience, notably experience working with government agencies.
- 4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
- 5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
- 7. Proof of insurance meeting minimum insurance requirements as designated herein.
- 8. Those responses that do not include all required forms/items may be deemed non-responsive.

Proposal Requirements

- 5.1 Submissions should include the following in this order:
- 5.2 Firm information, including:
 - Bio of key staff
- 5.3 Project Approach-a concise narrative detailing the proposed approach to the project as outlined in the Scope of Work
- 5.4 Experience
 - Prior client list
 - o Three references with brief description of the relationship and contact information
 - Work samples
- 5.5 Proposed timeline and work plan
- 5.6 Costs

Estimated cost of all work
Fee breakout as allocated to time spend

5.7 Contact name, phone number, email address and mailing address of the lead staff responsible for filing the proposal

REQUEST FOR PROPOSAL 19-0010 BRAND CONSULTANT

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME		
DBA/SAME		
CONTACT		
ADDRESS	CITY/STATE	ZIP
PHONE	FAX	HOURS
STATE OF INCORPORATION or ORG	ANIZATION	
WEBSITE ADDRESS	EMAIL.	
NUMBER OF LOCATIONS	NUMBER OF PERSONS EMF	PLOYED
TYPE OF ORGANIZATION: Public Co. Partnership Other (Describe):		
BUSINESS MODEL: Small Business	Manufacturer Dist	tributor Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05) Asian	Pacific (10) Subcontinent Asi	an (15) Hispanic (20)
Native American (25) Other	(30) - Please specify	
Not a Woman-Owned Business:	Woman-Owned Business:	(Specify Below)
Not Minority -Woman Owned (50)	African American-Woman Ow	ned (55)
Asian Pacific-Woman Owned (60)	Subcontinent Asian-Woman O	wned (65)Hispanic Woman Owned (70)
Native American-Woman Owned (7	5)Other – Woman Owned (8	0) – Please specify
ARE YOU REGISTERED TO DO BUSI	NESS IN THE STATE OF KS:	YesNo
INSURANCE REGISTERED IN THE ST	TATE OF KS WITH MINIMUM BE	ST RATING OF A-VIII:YesNo
ACKNOWLEDGE RECEIPT OF ADDE responsibility to check and confirm all adde www.sedgwickcounty.org/finance/purchasing	ndum(s) related to this document by go	our RFQ/RFP web page and it is the vendor's ing to
NO, DATED; N	O;	NO, DATED
	nich sections are listed throughout the do	and sections of this document. Proposal ocument. All minimum and general requirements o any part of this document should be clearly
Signature	Title	
Print Nama	Dated	