



**Notice of Need N27048**

**Hotel/Convention Center in Village West**

**Date of Request: January 26, 2017**

**Response Due By: March 16, 2017, 2:00 PM, CST**

Written responses and requests for information should be directed to:

Teresa Houchins  
Unified Government of Wyandotte County/Kansas City, Kansas  
Office of Procurement & Contract Compliance  
Phone: 913-573-5244  
touchins@wycokck.org



## **SOLICITATION**

### **NOTICE OF NEED NON N27048**

### **HOTEL/CONVENTION CENTER IN VILLAGE WEST**

#### **GENERAL INFORMATION**

The Unified Government of Wyandotte County / Kansas City, KS (UG) is interested in receiving responses from firms specializing in development of a **Full-Service Hotel & Convention Center**. **The UG is considering the development of at least a 225 room hotel and 30,000 to 50,000 square feet Convention Center in the Village West development in Western Wyandotte County.** The UG intends to identify qualified firms and possibly solicit proposals from such firms for development of the Hotel & Convention Center in a public/private partnership structure. This Notice of Need (NON) seeks to identify potential providers of these services. One or more firms that respond to this NON by submitting statements of qualifications may be determined to be especially qualified and capable of delivering services, and the short-listed companies may be invited to participate in a more in-depth interview process.

We welcome you to join a community that has fostered and welcomed many of the area's most successful developments over the last decade. Those developments include retail developments such as The Legends/Village West, Plaza at the Speedway, Prescott Plaza, Children's Mercy Park, Hollywood Casino and a new Cerner campus. The Unified Government team along with Sporting Kansas City worked together to propose, design and build the finest Major League Soccer Stadium in the US, in about two (2) years.

All respondents to this NON are subject to instructions communicated in this document, and are cautioned to completely review the entire NON and follow instructions carefully. The UG retains the right to reject any or all statements of qualifications or subsequent submittals and/or proposals, and to waive technicalities, irregularities, and informalities, and retains the right to cancel or conclude this procurement at any time without selecting a firm to provide the described services, without any liability to any respondents, or any other person or entity, and is under no obligation to make an award relating to this NON to any person or entity.

## BACKGROUND

Kansas City, Kansas is a study in contrasts. A thriving downtown gives way to more rural surroundings. Small-town charm and friendliness intersect national retail, attractions, and entertainment. At the heart of it all, an astonishing ethnic and cultural diversity infuses the city with the flavors, traditions, and languages that make Kansas City, Kansas a true melting pot.

Kansas City is the third largest city in Kansas and also the county seat of Wyandotte County. Kansas City, Kansas was incorporated in 1886. The city follows the eastern border of Kansas and is perched at the confluence of the Missouri and Kansas rivers. Look across toward the east and you'll see neighboring Kansas City, Missouri, part of the larger Kansas City metropolitan area, which is the 29th largest in the U.S. and it includes a total population of 2.1 million. Kansas City, Kansas is the Kansas City metropolitan area's fourth-largest city with a population of 143,209.

Part of the Kansas City, Kansas appeal is that it offers something for everyone. Whether you want to explore local history, sample cuisine from around the globe, cheer on a favorite sports team, immerse yourself in local art or get out and enjoy the great outdoors, Kansas City, Kansas has the activities, attractions and amenities that will make your trip unforgettable.

## VILLAGE WEST

**Located at Interstate 70 and Interstate 435, Village West is the single largest tourist attraction in Kansas,** which includes Legends Outlets Kansas City, leading outdoor retailer Cabela's, Nebraska Furniture Mart, Schlitterbahn Vacation Village Waterpark, Hollywood Casino, and Great Wolf Lodge. In addition, a variety of sporting and concert venues are available in Village West, including the NASCAR's Kansas Speedway, Community America Ballpark featuring the Kansas City T-Bones, and Children's Mercy Park, home to Major League Soccer's Sporting Kansas City.



**Legends Outlets Kansas City is Kansas City's premier 1.2 million square feet of outdoor shopping and entertainment center and the only designer outlet center in the market.** Legends Outlets is a true shopping destination with a diverse and exciting tenant line-up, satisfying every style, every age, and every price range. **Legends Outlets also brings several first-ever restaurants and entertainment venues to the region,** including Dave & Buster's, AMC Legends 14 Movie Theatre, Yard House, and T-REX Cafe – a 20,000-square-foot destination restaurant where dinosaurs come to life.

In all, the Development area attracts over 10 million visits annually, and produces over \$650M in annual sales.



Cabela's Inc. is a leading specialty retailer of hunting, fishing, boating, camping, shooting, and related outdoor recreation merchandise.



Nebraska Furniture Mart is the largest home furnishing store in North America selling furniture, flooring, appliances, and electronics. The store opened in 2003 with over one million square feet of retail and warehouse space.



Schlitterbahn Vacation Village is a 40 acre water park and resort complex that opened in summer 2009. This STAR Bond District also boasts an Auto Mall with Ford, Chrysler/Dodge/Ram/Jeep, and Nissan dealerships opened.



Hollywood Casino at Kansas Speedway overlooks turn two at the Kansas Speedway; the state-of-the-art casino features a 100,000 square foot gaming floor capacity that generated over \$140,000,000 in 2016. It also features 28,000 square feet of other amenities including restaurants, clubs, and nightlife attractions. The addition of the casino is estimated to bring nearly 440,000 tourists per year; elevating the state to a first-class, year-round tourist destination.



Great Wolf Resorts is the world's largest chain of indoor water parks. In addition to a water park, each resort features specialty restaurants, arcades, spas, fitness rooms, and children's activity areas.



Kansas Speedway will complete its 16th year of racing with the Sprint Cup Series Hollywood Casino 400. This marks the sixth consecutive year that Kansas Speedway has hosted the Sprint Cup race weekends. Additional events hosted at Kansas Speedway in 2016 include American Royal BBQ, March of Dimes Bikers for Babies, Children's Mercy Hospital First Down for Down Syndrome, and S.A.F.E Ride for Fallen Heroes. With over 74,000 grandstand seats and an average of over 100,000 race fans in attendance, the speedway becomes the 4<sup>th</sup> largest city in the State on race weekends.



The Kansas City T-Bones of the Northern League started playing at the Community America Ballpark in 2003. A 4,800 fixed-seat plus terrace/standing room venue that is a major attraction of family-friendly fun to baseball fans in the metro area.



Children's Mercy Park, formerly Sporting Park, opened its sixth year of operations in 2016. This destination facility, while primarily serving as the home stadium for the MLS Sporting Kansas City soccer club, is again expected to host more than 100 events this calendar year. In 2016, the stadium hosted a Division II college football contest, lacrosse tournaments, music festivals, and concerts. Sporting KC, having used to play its home games 21 miles east of Village West on the Missouri side of the border, is now consistently playing to sell-out crowds. KCK's status as a leading soccer capital will be solidified with the opening of the National Training and Coaching Development Center.



The U.S. Soccer National Training Center is a \$65.2 million project for a major multi-sport athletic complex which will include a 100k square-foot National Training Center for use by the US National Soccer Teams and all affiliated Coaching and Referee training. Additionally, in coordination with Sporting KC, the Unified Government is building a 12-field tournament field complex on 90<sup>th</sup> Street between State Ave & Parallel Ave.



Office Corridor: With the establishment of two eight-story office buildings, Cerner has also made Village West a destination for first class office space. The 660,000 square-foot complex, which houses over 4,000 employees, complements the entire area. This success was behind the announcement of the Dairy Farmers of America from locating to the area to complete a new 100,000 square-foot headquarters that will host 325 employees.

## **PURPOSE**

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is interested in receiving responses from firms specializing in the development of large hotel facilities and/or convention hotels. The UG is considering the development of a convention hotel in the Village West area located in Western Wyandotte County/Kansas City, Kansas on site of up to 10 acres. The UG now intends to seek qualified firms and proposals from such firms for the development of the Hotel in a public/private partnership structure. This NON seeks to identify potential providers of these services.

The design and operational parameters, for the Hotel, are envisioned to be as follows:

- 225 room facility.
- Net meeting room space of approximately 30,000 to 50,000 square feet, exclusive of pre-function/service areas, etc.
- Booking policy, room block agreement, service agreements and/or exclusives, and facility access/usage arrangement with UG.
- Restaurants, pools, fitness center, business center, and other amenities determined appropriate.
- Appropriate parking
- Nationally recognized full-service brand affiliation, or, if non-affiliated, appropriate dedication of Developer/Operator resources for the development and operation at an upscale/luxury level.

While the UG will have the ultimate decision on the amount and type of public participation, it recognizes that a successful hotel project will involve public participation. The UG seeks the best value for any public investment and is not necessarily seeking the lowest level.

Additionally, pending the UG's comprehensive financial analysis of proposals, it is prepared to consider the use of other UG assets or financial tools as incentives for the project.

## **SCOPE OF SERVICES**

It is recognized that the Developer "team" will likely eventually be made up of multiple entities (Developer, Financing Partner, Operator, etc.). The development, design, construction, and operation of the Project will be governed by a Development Agreement with other supporting project agreements and ground leases likely. The Developer will be responsible for:

- Assembling a suitable development team experienced in the development, financing, design, construction, implementation, branding, and operational management of Hotel & Convention space.
- Entering in to a public-private arrangement such that the present and future economic, operational and connectivity goals and objectives of the UG are aligned with the selected private-sector development entity. This includes utilization of Developer experience and abilities in the



establishment of facility use agreements and Hotel & Convention booking policies.

- Capitalizing the proposed Hotel & Convention with a combination of equity and debt that acknowledges both the cyclical nature of the lodging industry and the probable highly-visible location of the Project within the UG campus.

Developer shall be responsible for all services provided whether such services are provided directly by Developer or by the Financing Partner, Architect, Operator or any of its team or sub consultants.

The successful Developer and team will be well-versed in upscale hospitality industry best practices, appropriate upscale Hotel & Convention design, Hotel & Convention building codes, and the use, selection, and availability of construction materials trending in the upscale/luxury hospitality sector. The Developer and team will have experience in the oversight of large Hotel & Convention projects of extreme complexity, including extensive experience in providing leadership in projects that utilize highly-technical building methods and applications. The Developer will have extensive experience in a leadership position utilizing the integrated services of analysts, architects, engineers, construction managers, financial staff, and project managers, and shall have the demonstrated ability to do so successfully.

Responsibilities of the Developer will also include:

- conceptual and logistical planning during preconstruction, construction, facility transition periods near the end of the Project;
- operating plan development, provision of project quality control systems, insurance, safety and compliance programs, constructability reviews as necessary, monitoring construction building controls and milestone schedules;
- review of reports, manuals, and developed standards from providers of inspection, testing, commissioning, and training services; and
- effectively monitoring project costs; negotiating contracts for labor, material and services to the extent necessary.

## **QUALIFICATIONS**

IMPORTANT-- At this (NON) stage, the UG is interested in receiving specific qualifications information about the interested firms and known team members only. It is anticipated that many interested Developer firms will not establish expanded teams until later in the agreement process. However, qualifications are requested below in such a way as to also provide the UG with general information on the firm's past project teams, the firm's ability to assemble qualified teams, and team members potentially available to the firm for inclusion in this Project.

## **STABILITY AND RESOURCES**

Provide basic company information:

- company name

- address
- name of primary proposing contact
- telephone number
- e-mail address
- company website (if available).

If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the respondent a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?

Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations and staffing of offices.

Provide a Statement of Disclosure, which will allow the UG to evaluate possible conflicts of interest. Respondents must provide, in their own format, a statement of all potential legal or otherwise significant conflicts of interest possibly created by the respondents or their proposed team being considered in the selection process or by the respondent's or their team's involvement in the project. Respondents should provide information as to the nature of relationship(s) with parties in such potential conflicts.

Provide name of insurance carrier(s), types and levels of coverage, and deductible amounts per claim.

List the submitting firm's annual average revenue for the past five (5) years. Provide current standard financial statement, or Dun & Bradstreet ("D&B") report indicating the Respondent's current Net Worth, D&B rating, and working capital position. Supply main banking references of the submitting firm.

Has the firm ever been removed from a contract or failed to complete a contract as assigned? Explain.

## **EXPERIENCE**

Provide information pertaining to the principal personnel including but not limited to:

- Principal in Charge
- Lead Project Manager and all other key personnel; please include resumes and professional registration information for personnel identified.
- Provide an Organization Chart for the principal known team. Provide information on level of commitment for proposed senior personnel and key members of principal team.
- Provide their demonstrated experience in structuring and financing real estate projects of a size and scope comparable to the proposed Project, including proficiency in hotel development proximate to major convention centers. Provide experience of key resources on relevant projects of the firm including professional qualifications and description of involvement/experience for proposed project staff. This should include the degree of apparent relevant competencies of the principal professional(s) and lead staff relative to the project and services required, and evidence of competence.
- Provide information in regard to experience with team cooperation (listing past team members), understanding of the hospitality and convention industry as it relates to development, and other

relevant experience.

- Provide information on the firm's demonstrated record of successfully developing mixed-use real estate projects of a comparable size and scope to that envisioned for the UG.
- Describe no more than six and no less than three (3) programs or projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to provide services for the UG.
- Provide information on the firm's record of partnering with established businesses, such as retail, sports/entertainment and any history of partnering with upcoming development projects.

For each program or project, the following information should be provided:

- Project name, image or rendering of completed project
- Client entity name, project location and dates during which services were performed.
- Clear description of overall project (size, cost) and services performed by each team member.
- Description of the financing structure, including public/private structure, if applicable.
- Construction Delivery Method of the project.
- Exact duration of project services provided by your firm.
- Client contact information including contact names and telephone numbers. (Include Public client)
- Worst problem encountered in the project and how it was overcome.

Provide a statement on the firm's experience and qualifications in an executive developer role over multiple providers and phases of planning, financing, preconstruction, design, construction, branding, and successful operation for similar projects. Include any oversight of projects of relevance or extreme complexity, including experience in providing leadership in projects in busy public campuses. Include any certifications, industry ratings, and national or international achievement recognitions, etc., to attest to the level of experience and success. Describe innovations that the firm might have introduced or employed to increase the development's adherence to guiding objectives.

Specifically address the firm's proven ability to completely fulfill the requirements as it relates to the Project.

### **SUITABILITY**

Provide any information that may serve to differentiate your firm from other firms in suitability for the project including but not limited to:

- Furnish evidence of the firm's fit to the Project and/or needs of the UG, any special or unique qualifications for the Project, or unique approaches to this particular Project.
- Supply current and projected workloads.
- Provide a detailed statement on the firm's understandings of best practices in convention center hotel development and operation and utilization of booking policy/access-use agreements for optimal benefit.
- Describe any special or enhanced capabilities offered by the firm or known team members that may be particularly suitable for this Project.

- Describe ability to gather resources in vicinity to the Project, and/or any knowledge of the Project area, current area developments, and/or area history which may uniquely benefit the firm and Project.
- Provide a statement of suitability which includes the firm's ability to assemble appropriate and suitable team members. Include a list of potential appropriate team members the firm believes will be available to contract with the firm for Project services.

## **PAST PERFORMANCE**

Provide at least six (6) references for projects described above, including references from (as applicable) facility manager and/or Owner. Provide at least three (3) reference from a public entity. Provide references which indicate level of adherence to development budget and schedule (original vs. final).

## **FEE PROPOSAL**

Respondents should submit a fee proposal for the above services that includes relevant information about rate(s) for services provided and an estimate of total costs. **Fee proposals should be submitted in a sealed envelope, separate from the Notice of Need.**

## **EVALUATION FACTORS**

**The Notice of Need evaluation factors, not listed in order of relative importance, are as follows:**

**Stability and resources** of the submitting firm, including the firm's history, status, growth, overall resources of the firm, form of ownership, litigation history, financial information, and other evidence of stability.

Firm's relevant **experience and qualifications**, including the demonstrated ability of the firm in effective development services for projects comparable in complexity, size, and function, for customers similar in scope to the UG and other similarly-structured Owner organizations. This includes relevant experience and qualifications of the principal and lead staff and level of experience in all phases of project development, and evidence of proficiency and success in hotel development proximate to major convention centers.

Firm's apparent **suitability** to provide services for project, including the firm's apparent fit to the project type and/or needs of the UG, any special or unique qualifications for the project, suitability for active convention center hotel development, understanding of the hospitality and convention industry, current and projected workloads (*available* resources), proximity of office(s) and/or lead staff to project location and/or proven ability to assemble appropriate teams and gather resources in location of service, proposed quality control/quality assurance procedures, special or enhanced capabilities.

**Past performance** evidence of the submitting firm and its teams, including level of quality of the services of the firm to previous customers, customer's statements of that quality, the firm's ability to meet

established time requirements, the firm's response to project needs during development phases, the firm's control of quality and budget.

#### **SUBMISSION AND RECEIPT OF NOTICE OF NEED**

<b>Proposed Project Schedule Date</b>	<b>Event</b>
<b>February 2, 2017</b>	<b>Distribution of NON</b>
<b>February 23, 2017</b>	<b>Deadline for respondents to submit written questions (Noon, CST)</b>
<b>February 27, 2017</b>	<b>Deadline for answering questions from respondents will be provided (1:00, CST)</b>
<b>March 16, 2017</b>	<b>Responses due before 2:00 p.m. CST</b>
<b>TBD</b>	<b>Notice to Shortlisted firms selected for interviews (if required)</b>
<b>TBD</b>	<b>Notice of Award</b>
<b>TBD</b>	<b>Contract Start Date</b>

The dates listed in the "Estimated Project Timetable & Contract Term" are tentative and subject to change at the UG's sole discretion. The Unified Government reserves the right to change or extend any and all dates.

The Unified Government reserves the right to schedule interviews with those candidates it deems to be most qualified.

#### **INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**

Please submit one **(1)** marked original, and seven **(7)** copies along with either a jump drive or CD in .pdf format in a sealed envelope **with the name of the Notice of Need and #N27048 clearly marked on the outside of the envelope.**

Day and Date Proposal is due: Thursday, March 16, 2017

Time Proposal is due: 2:00 PM, Central Time

Send Proposal to:

Unified Government of Wyandotte County / Kansas City, KS

Department of Procurement & Contract Compliance

701 North 7th Street, Suite 649

Kansas City, Kansas 66101-3064

Attention: Teresa Houchins

**IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT.**

From the time of advertisement of this NON solicitation, through proposal evaluation until final award is made to a successful respondent and such award is announced, interested firms are not allowed or permitted to communicate about this solicitation or scope with any staff or any official representatives of the UG or their consultants involved in this procurement, except for submission of questions as instructed in the NON, or as provided by any existing work agreement(s). Finalists and Apparent Awardee(s) are restricted from making public statements or press releases about their selection as finalists or their apparent award. For violation of this restriction, the UG reserves the right to reject the submittal of the offending respondent.

### **Required Contractual Terms and Conditions**

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

#### ***Agreement with Kansas Law***

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

#### ***Kansas Cash Basis Law***

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

#### ***Payment of Taxes***

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

#### ***Disclaimer of Liability***

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

#### ***Anti-Discrimination Requirements***

During the performance of this Agreement, the selected firm agrees as follows:

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

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard

to race, religion, color, sex, disability, age, national origin, or ancestry.

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

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

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

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

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

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

### ***Termination for Default***

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm '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 selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm 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 selected firm to meet the contract requirements. Upon request of the selected firm, 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 selected firm'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 selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm 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 selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

### ***Termination for Convenience***

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

terminated and when termination becomes effective.

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

The Procurement Officer shall pay the selected firm the following amounts:

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

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm 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 selected firm shall not be allowed.

### ***Disputes***

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

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

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

### ***Representations***

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

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

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 29-635 (Gratuities and Kickbacks) of the Procurement Code.

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

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

***Availability of Records and Audit***

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

***Assignment***

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

***No Limit of Liability***

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

***Indemnification***

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas

City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm'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.

### ***Insurance***

Within ten (10) consecutive calendar days of award of contract, Successful Respondent must furnish the City with the Certificates of Insurance proving coverage as specified in the specifications and naming Unified Government of Wyandotte County its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the NONs general insurance requirements are:

1. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per occurrence, provided that such deductible is disclosed to Unified Government of Wyandotte County, in writing, at the inception of the contract..
2. Comprehensive Automobile Liability Coverage including - as applicable - owned, non-owned, and hired autos, in an amount not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form.
3. Workers' Compensation Insurance: as required by State statutes.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim, and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of the contract. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per claim, provided that such deductible is disclosed to Unified Government of Wyandotte County in writing, at the inception of the contract.
5. Unified Government of Wyandotte County to be named as an Additional Insured on the above-captioned insurance coverage's as respects Unified Government of Wyandotte County interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to Unified Government of Wyandotte County an endorsement to the policy signed by an officer of the insurance company within ten (10) days of the inception date of this agreement.
6. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
7. Insurance policies to be in a form ad written through companies acceptable to Unified Government of Wyandotte County; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

### ***Core 4 Tax Clearance***

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws

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

# Area Attractions



**Attachment A - Signature Page**  
**NON 27048**

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

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

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

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

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

City: \_\_\_\_\_

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

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

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

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

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

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.





## ATTACHMENT B

### DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

#### SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. The Offeror and/or any of its Principals:

i. \_\_\_\_\_ Are \_\_\_\_\_ Are not

Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

ii. \_\_\_\_\_ Have \_\_\_\_\_ Have not

Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

iii. \_\_\_\_\_ Are \_\_\_\_\_ Are not

Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1) (a)(ii) of this provision; and

iv. \_\_\_\_\_ Have \_\_\_\_\_ Have not

Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.



3. The Offeror shall provide immediate written notice to the Procurement Department if , at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

**Attachment C**

**NO PROPOSAL 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: T Houchins  
573-5444**

**Telephone: (913) 573-5244**

**Return by Fax: (913)**

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Due Date: 03/16/2017

Number: N27048

Description: Hotel/Convention Center in Village West

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 City.
- 4. Other (comment below or provide your response on your business/firm letterhead).

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Business/Firm Name: \_\_\_\_\_ Supplier No.: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Telephone No.: \_\_\_\_\_