

Department of Procurement and  
Contract Compliance

REQUEST FOR PROPOSAL



**RFP 34149**  
**For**  
**Citywide Master Plan Update**

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**Article I. General Information**

**Section 1.01 Method of Source Selection**

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (UG) Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

**Section 1.02 Purpose**

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Planning and Urban Design is accepting competitive proposals from qualified individuals, firms, partnerships, and corporations for the purpose of completing an update to the Citywide Master Plan for the entire Unified Government of Wyandotte County and Kansas City, Kansas area. See project area map under section 5.01 of this RFP.

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

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

### ***Section 1.03 Existing Environment***

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with 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***

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least 10 days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least 10 days before the time set for opening.

### ***Section 1.05 Protests and Appeals***

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

### ***Section 1.06 Inquiries - Clarifications***

Any questions regarding the Request for Proposal (RFP) shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins [thouchins@wycokck.org](mailto:thouchins@wycokck.org) Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two (2) 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) 573-5244. 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 1.07 Amendments & Addendums***

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

**Section 1.08     *Alternate Proposals***

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

**Section 1.09     *Implied Requirements***

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

**Section 1.10     *Project Timetable & Contract Term***

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Date	Event
September 29, 2022	Distribution of RFP
October 6, 2022 at 3:00PM CST	Pre-Proposal Conference - <b>TEAMS</b> - <a href="mailto:thouchins@wycokck.org">thouchins@wycokck.org</a>
October 11, 2022	Last day for respondents to submit written questions (noon, CST)
October 27, 2022	Responses due before 2:00 p.m. CST
November 3, 2022	Short list Selection Committee
November 7- 18, 2022	Interviews
November 18, 2022	Consultant Selection
July 28, 2023	Contract Complete

The length of the contract will be from the date of award and continue for a term length of up to 12 months with an expected completion and adoption date no later than summer 2023.

**Section 1.11     *Location of Work***

The location(s) the work is to be performed is at various locations throughout Wyandotte County, Kansas, and specifically both all the incorporated City of Kansas City, Kansas and unincorporated Wyandotte County (Loring Area). This plan includes everything within Wyandotte County except for the incorporated cities of Bonner Springs, Edwardsville, and City of Lake Quivira. We anticipate work will be performed at the Consultant offices throughout the project area (see map under Section 5.01) and on-site across Wyandotte County.

**Section 1.12     *Proposals and Presentation Costs***

The Unified Government of Wyandotte County and Kansas City, Kansas will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

### **Section 1.13      *Disclosure of Proposal Contents***

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

### **Section 1.14      *Independent Contractor Relation***

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

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

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective Contractor is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

### **Section 1.16      *Evaluation***

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

### **Section 1.17      *Equal Treatment***

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting

discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

### **Section 1.18 Award**

The contract shall be awarded in whole or in part to the responsible Offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

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

### **Section 1.19 Notification of Award**

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within 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 100% of the proposal amount (*bond form format will be provided by the Unified Government*).
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent form or a Foreign Corporation form (form *will be provided by the Unified Government*).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Offeror will be required to come into compliance with Chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 29-585 and 29-586 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.

Contact the Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 628, or call (913) 573-5098 for information regarding compliance requirements.

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.

- 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 (1) year from the date of issuance and shall not be dated more than 60 days prior to any notice of intent to contract by the County (form *will be provided by the Unified Government*).

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

The Unified Government reserves the right without contest to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive 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 offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or,
- Do not constitute a substantial reservation against a requirement or provision.

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

### **Section 1.21     Mistakes in Proposals Discovered Prior to Award**

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government’s Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government’s Procurement Code Regulations.



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

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

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

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data, and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

## **Article II. Standard Proposal Information**

### **Section 2.01 Authorized Signature**

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90 days from the opening date.

### **Section 2.02 Pre-Proposal Conference**

There will be a TEAMS pre-proposal conference for this RFP on October 6, 2022 at 3:00pm CST. Email [thouchins@wycokck.org](mailto:thouchins@wycokck.org) at least one hour in advance of pre-proposal to receive meeting invitation.

### **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. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and,
2. If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **Section 2.04 Discussions with Offerors**

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

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

## **Section 2.05     *Prior Experience***

A qualifying Offeror should demonstrate the following experience in their response:

1. Experience in a diversity of urban, inner-urban, suburban, and rural areas is highly preferred. Specifically, the team must have senior staff members that have prepared adopted master plans that address the redevelopment of areas that have experienced significant disinvestment and blight, industrial land remediation, aging housing and infrastructure, open space preservation, traditional neighborhood development, historic preservation, and various growth management strategies. The Offeror must demonstrate that the individuals referenced above represent at least 50 percent of the total hours on the project. This will be a contract requirement and will be measured at the conclusion of the project prior to the final 10 percent of funds being dispersed;
2. The plans referenced above must have resulted in catalytic redevelopment and reinvestment, increased economic activity, and sustained positive improvement of community prosperity. Most importantly, these plans must demonstrate how the principals of equity, inclusion, and access to opportunity have “moved the needle” for the most vulnerable;
3. The Offeror’s principal team members must have experience developing strategies that have resulted in more resilient communities. Moving beyond sustainability, experience that demonstrates a regenerative approach to city and regional planning and urban design is preferred;
4. The Offeror must demonstrate a clear vision of urban design principles and strategies that shapes the social, built, and natural environments through development that creates lasting, long-term value, has a restorative relationship with nature and enhances the heritage of the community;
5. The Offeror’s principal team members must have significant experience in the development and facilitation of community and neighborhood master planning processes and the successful adoption and implementation of those planning documents;
6. The Offeror must have significant experience in public involvement strategies that successfully engage very diverse communities, including areas heavily populated by the traditionally hard to reach communities, including but not limited to minorities, elderly, youth, non-English speakers, urban disadvantaged and disenfranchised individuals;
7. The Offeror must demonstrate fluency in several common languages of the area, specifically Spanish;
8. The Offeror must demonstrate a strong understanding of grassroots economic development strategies that focus on infill development, entrepreneurship, workforce development and the empowerment of isolated, disadvantaged communities;

9. The Offeror must demonstrate a strong understanding of the concepts of “Social Determinants of Health” and “Health in All Policies” and the ways in which planning, zoning and development can be used to positively impact public health for diverse communities;
10. Experience dealing with floodplain and stormwater issues. Riverfront redevelopment and public access experience is preferred;
11. Strong graphics, branding, messaging, and rendering capabilities to assist in the illustration of the community’s vision of its future.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

### **Section 2.06 Evaluation of Proposals**

The Procurement Officer, or a selection 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 section 8 of this RFP. It is likely to include staff members from the Departments of Planning and Urban Design, Public Works, Public Health, Community Development, Economic Development, Parks and Recreation, Neighborhood Resource Center (Livable Neighborhoods), and/or County Administration.

### **Section 2.07 F.O.B. Point**

All goods purchased through this contract will be F.O.B (Free on Board/ Freight on Board) final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

### **Section 2.08 Contract Negotiations**

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

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

### **Section 2.09 Failure to Negotiate**

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

- 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.

The Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

**Article III. Standard Contract Information**

**Section 3.01 Contract Type**

This contract is a *Firm Fixed Price* contract.

**Section 3.02 Contract Approval**

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the Procurement Officer. Upon written notice to the contractor, the Unified Government will set a start date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

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

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

**Section 3.04 Additional Terms and Conditions**

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**Section 3.05 Insurance Requirements**

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

The successful Offeror must secure the insurance coverage required by the Unified Government. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

**INSURANCE REQUIREMENTS**

The Contractor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

- Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide 30 days written notice to the Unified Government or the BPU by registered mail prior any modification, cancellation, non-renewal, or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.
- The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been

restored.

- If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.
- The Contractor shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor’s negligence arising out of performance by the Contractor of the agreement.
- The Unified Government or the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured.
- The following minimum coverage is required of Contractors providing services:

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

- Additional Insured endorsement shall read exactly as follows:  
“The Unified Government and/or the Board of Public Utilities, in the name of the Unified Government, shall be named as additional insured with respect to the work performed for the contract(s): RFP #34149, Citywide Master Plan Update.”
- Certificate Holder:  
Provide “RFP #34149, Citywide Master Plan Update” in the “miscellaneous” area of certificate. Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

**Section 3.06 Bid Bond - Performance Bond - Surety Deposit**

- (a) Bid Bond – Not Required
- (b) Performance Bond – Not Required
- (c) Surety Deposit – Not Required

**Section 3.07 Proposed Payment Procedures**

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Director of the Planning and Urban Design Department (“Director”).

**Section 3.08 Proposed Payment Option**

A Virtual Payment Option is now available. If you would like to learn more about this option, contact Ms. Lonia Green with the UG’s Accounts Payable Division at 913-573-5138.

**Section 3.09 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the Director or their designee. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

**Section 3.10 Contract Personnel**

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

**Section 3.11 Contract Changes - Unanticipated Amendments**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Director or their designee will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per the Unified Government Procurement Code Regulation R7-101.

The Contractor will not commence additional work until the Director or their designee 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**

**Section 4.01**

**GENERAL CONDITIONS**

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a

part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority to Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its Legal Counsel, the Agreement is 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.
6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this 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.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the

provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by 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.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this 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.

10. **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 this 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. BIDDER 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 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 this 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 this 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 the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and 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, 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 this 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 this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

**11. Representations.**

OFFEROR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**12. Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

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

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

**15. Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in 10 days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR 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 CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a SUBCONTRACTORS to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the SUBCONTRACTORS were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of 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 (1) or more of the excusable causes, and that, but for the excusable cause, 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 CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and 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 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; or,
- Acts other than those specified may constitute substantial breach of this Agreement.

- 16. Termination for Convenience.** *The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract 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 CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

- All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work;
- All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government, but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work; and,
- Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

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

The Procurement Officer shall immediately furnish a copy of the decision to 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 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 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 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.

- 18. Ownership of Materials.** *All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.*
- 19. 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, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at*

*the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government their 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.*

## **Article V. Background Information**

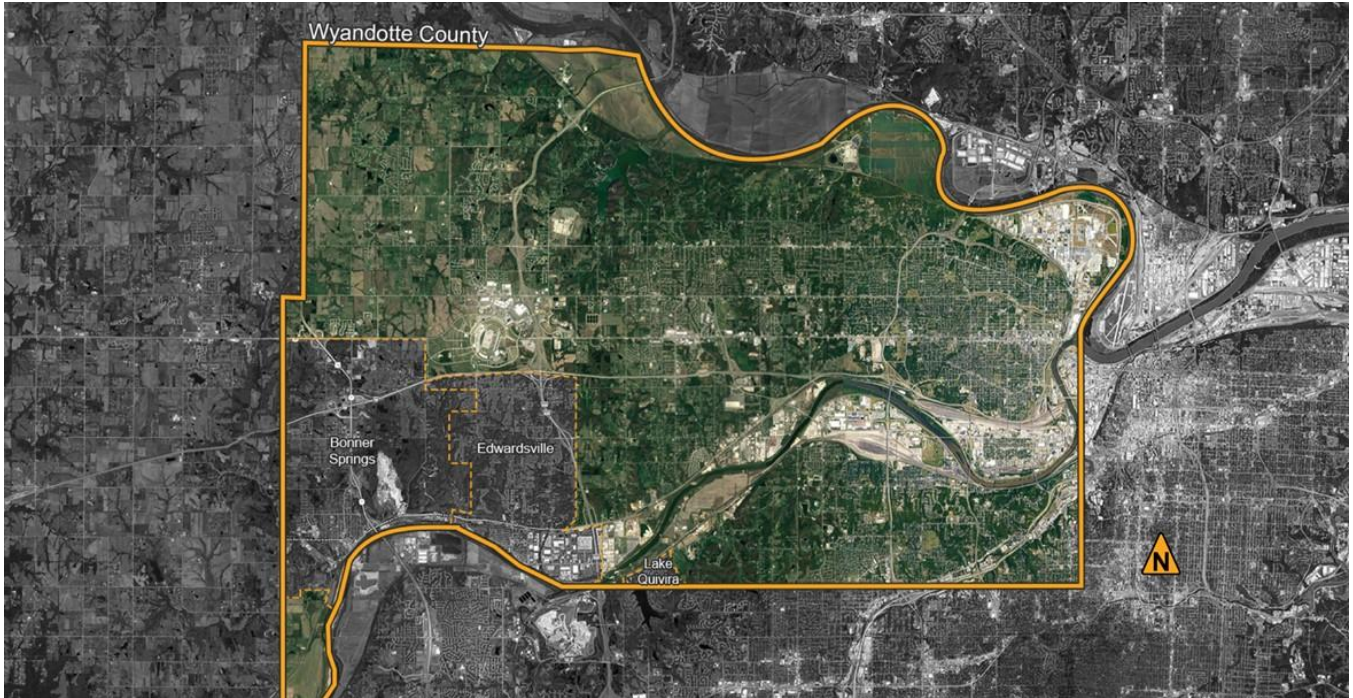
### **Section 5.01      *Background Information***



Kansas City, Kansas (KCK) is the largest city within Wyandotte County, comprising approximately 82% of the total land area (156 square miles) and 95% of the population (165,000). In 1997, voters approved a unique “Unified Government”, which merged the county functions of Wyandotte County with the city functions of Kansas City, Kansas, making it unlike any municipality in the greater Kansas City metropolitan area. The Unified Government of Wyandotte County and Kansas City, Kansas (UG) does not include the cities of Bonner Springs, Edwardsville, and Lake Quivira, which remain independent and have their own City Councils. Only a very small portion of the county, the Loring area, remains unincorporated.



Given its large geographic size, location in the greater metropolitan region, and history, KCK is unique in that it encompasses the full “transect” of development typologies from the historic urban neighborhoods east of I-635 to the rural and agriculturally dominated landscapes to the west and everything in-between. At the confluence of the Kansas and Missouri Rivers, KCK shares most of its northern and its entire eastern boundary with the State of Missouri. Its remaining wild lands, river bluffs and tributaries are some of the most well preserved and intact natural landscapes left in the region. Yet KCK also represents a significant portion of the industrial heart of the metropolitan area crisscrossed by significant freeway and railroad infrastructure, minutes from the Central Business District, a short drive north to Kansas City International airport, and adjacent to one of the fastest growing County’s (Johnson County, Kansas) in the country.



When compared to the region, KCK (and Wyandotte County) is both more disadvantaged and diverse (See ATTACHMENTS). KCK exports low-wage workers out to the region and import high-wage earners into Wyandotte County. This job-housing imbalance is not uncommon in many metropolitan planning areas but speaks to regional travel patterns and of a predominantly working-class community that is the lifeblood of all of Kansas City. For example, while KCK is strategically located within the larger metropolitan region, our population is disproportionately transit-dependent with no high-frequency transit corridors (i.e. 15-minute intervals) available as defined by the Mid-American Regional Council (MARC), the area’s metropolitan planning organization. The following sub-sections further illustrate the myriad challenges the UG faces in KCK, including a summary of all the major themes that should be addressed in this update to the Citywide Master Plan.

Public Health

Wyandotte County is ranked 102 of 105 counties in Kansas, making it one of the least healthy counties for both health outcomes and health factors, according to the most recent 2022 County Health Rankings. There were 25% of adults who reported poor or fair health in Wyandotte County compared to only 17% in Kansas, and the ratio of population to primary care physicians is 1,950:1 in Wyandotte compared to 1,270:1 in Kansas. The higher ratio in Wyandotte makes it harder for individuals to access

the care that they need. Therefore, KCK influences many of the county's health outcomes and health factors, making us the worst quarter of communities when compared to other cities in Kansas.

For example, when compared to the largest city in Johnson County immediately to our south, Overland Park, Kansas, 13.7% of adults versus 7.7% have diabetes and 40.5% of adults versus 30.7% have obesity. The stark difference between these adjacent communities is caused by the lack of health insurance. Where in KCK 26% of adults are going without health insurance, the percentage is 9.9% in Overland Park. There is also a stark discrepancy between cancer and heart disease rates vs. cancer and heart disease mortality in KCK versus the State, which is indicative of a lack of access to early screening, appropriate diagnosis, consistent care, and therapeutics. Lack of access to foundational social needs (employment, transportation, nutrition, healthy environment) compounds a lack of access to clinical needs and services and results in a continuous cycle of poor health outcomes for those who are marginalized in the community. A 2019 UG Public Health Department analysis found that residents' top barriers to healthcare were cost/lack of insurance, transportation, and language. The lack of these foundational requirements for the receipt of medical care are indicative of the systemic issues faced daily by members of our community.

Additionally, Wyandotte County, and KCK specifically, experiences high rates of violence that are disproportionately born by our youth and our Black and Latinx populations. Homicide is the leading cause of death among Wyandotte County residents aged 15 to 44. The root causes of this violence are many, but they include place-based factors like the built environment, structural racism, and continued disinvestment in our neighborhoods experiencing the bulk of such violence. The number of violent crimes in Wyandotte County is 704 per 100,000 people, making it close to double that of Kansas (365 per 100,000 people).

#### Parks and Recreation

KCK parks serve a variety of user needs and are paramount for promoting active lifestyles and improving overall community health. In the last 10 years, the UG Parks and Recreation Department has been challenged by sharp budget cuts and a reduction in Staff by half making partnerships vital to the maintenance and investment in park facilities, as well as for programming. Parks and Recreation is responsible for more than 2,500 acres of park land spanning more than 50 parks, 100 additional spaces such as playgrounds and shelters, and more than 60 facilities to include community centers, soccer fields, skate parks, spray parks, and an amphitheater, as well as service as the abatement team for approximately 5,000 UG owned vacant parcels. When compared to other communities in the United States, KCK Parks has 15.73 acres of parkland for every 10,000 residents, while the median amount for other municipalities is 8.5 acres per 1,000 residents. Median spending per resident, however, is comparable to other communities. The UG spends \$72.61 per resident while others spend \$72.64. Additionally, parks maintenance is performed with a staff of 92 full-time team members, which is less than the median 114 full-time employees at other agencies in the United States.





Through its Parks and Recreation Master Plan (See ATTACHMENTS) process and stated consistently on the UG's bi-annual community surveys, the public both prioritizes park maintenance, improvements, and programming, and feels these needs are not adequately funded.

### Community Development

The Community Development Department administers three (3) Entitlement Grants that KCK receives from the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grants (ESG). Together these grants represent approximately \$3 million in annual federal funding to carry-out several activities such as housing development and rehabilitation to address safety and affordability, home-ownership assistance, public services for those who have low- to moderate-incomes, improvements to public facilities and infrastructure, economic development activities, homelessness prevention, and emergency shelter and rapid re-housing for those who are experiencing homelessness. These activities are carried-out in partnership with UG Departments and through subgrants to many local non-profit organizations.

To receive these grants the Community Development Department must carry-out five-year strategic plans and annual action plans that incorporate federal and local data sources, community engagement, and other UG and regional priorities and planning initiatives. Housing affordability and safety greatly outpaces the annual allocation of HUD funding to address these community needs. Addressing identified fair housing barriers in KCK will ideally include affirmative strategies to ameliorate historical impacts of redlining and other systemic discrimination, as well as policies and practices that have led to several Racially and Ethnically Concentrated Areas of Poverty (R/ECAP), particularly in the east side of KCK (i.e. east of I-635)

### Economic Development

The UG Economic Development Department encourages public and private entities to work collectively in shaping the economic growth and employment opportunities of Wyandotte County. Key priorities include increase the tax base to improve services and quality of life, develop stable housing of all density levels, and diversify the local economy through business attraction and retention. Economic Development work collaborate with the UG Planning and Urban Design Department in the development process and is currently seeking to hire a Housing Coordinator to better address the many housing needs across the UG, the KCK Housing Authority, and the many local non-profit partners in Wyandotte County.

### Public Works

Every day the residents of KCK interact with a Public Works asset as they walk, drive, and accomplish daily activities. In the 2022 Citizen Survey, the top two (2) items prioritized by the community were appearance of the city and maintenance of streets which has had an increasing trend of dissatisfaction since 2018.

Public Works is responsible for buildings and facilities, streets, bridges, stormwater, wastewater, and solid waste. Facilities include more than 200 publicly owned buildings with an average Facility Condition Index (FCI) of 19 and a known backlog of \$90 million in deferred maintenance. KCK has more than 2,400 lane miles of streets with an average pavement condition index (PCI) of 56 and declining. The Department is also responsible for more than 270 bridges with 212 of them on local streets as stormwater infrastructure, 65 of them as medium with a space of 21-199 feet, and 17 major bridges spanning more than 200 feet.

The UG's stormwater and wastewater programs are funded by a separate enterprise utility function of the City. The stormwater program is responsible for more than 400 miles of stormwater pipe, more than 10,000 stormwater structures, more than 120 miles of open channel drainage, and more than 130 miles of unfunded ditching and swales. KCK's stormwater needs in 8 of its 56 watersheds is more than \$158 million and is only limiting factor of economic development in key areas of the community.

The UG's wastewater program serves more than 45,000 customers and has needs driven by data and by Consent Decree requirements. The program in partnership with the EPA and the DOJ have developed a 25-year program for sewer investment that will address combined sewer overflows (CSO) at a predicable rate to the customer. CSOs are often located in neighborhoods with vulnerable populations and in areas with aging and deteriorating infrastructure.

The UG's Solid Waste Management Division oversees all solid waste programs, including contracted residential trash and recycling collection; municipal trash and recycling collection; household hazardous waste disposal; recycling & yard waste disposal; e-waste collection; and organizes clean-up events with residents, neighborhoods, and community organizations. The Solid Waste Management Division is responsible for administering the Wyandotte County Solid Waste Management Plan (See ATTACHMENTS) that is created and approved by the Wyandotte County Solid Waste Management Committee as required by Kansas State statute. The Wyandotte County Solid Waste Management Plan establishes the guidance and framework for solid waste management across Wyandotte County and KCK. The primary goal is to reduce the waste stream, which is currently woefully behind the State (31%) and Federal (33%) average rates at only 5.8% of total waste diverted.

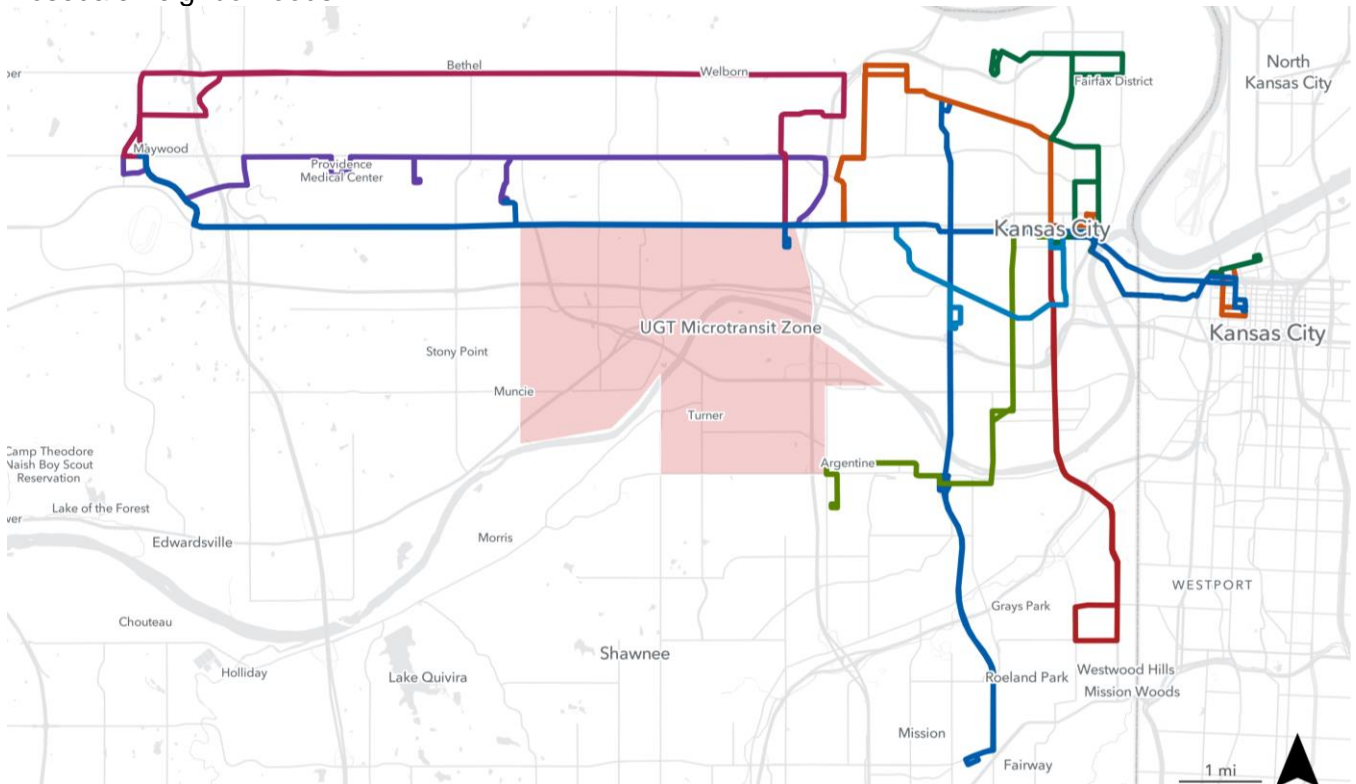
### Public Transit

Public transportation is beyond merely a bus on a street; public transportation is a mechanism to connect people to opportunities and can serve as a lifeline for those without mobility options. Transit



benefits everyone, including those who choose to ride, those who have no other option and even those who don't ride or have never ridden. The overarching goal for public transit in KCK is faster transit services, creation of new dedicated lanes & infrastructure, continued investments in transit stops (pedestrian access/sidewalks/amenities), the coordination of regional hubs, expanding multi-modal options (i.e. first/last mile), and increased transit frequency.

UG Transit (UGT) focuses on three primary outcomes: Equity, Access & Options. Transit in the KCK includes fixed route service, paratransit service and meals on wheels (throughout Wyandotte County), MicroTransit in designated job zones and a new pilot bikeshare system in Downtown KCK and the Rosedale neighborhoods.



In 2015, UGT agreed to participate in the regional branding efforts that led to the formation of RideKC, the umbrella brand under which all regional transit is provided. The unified branding helps to create a more seamless end-user experience for riders throughout the region. Under the RideKC brand, UGT owns and operates five (5) traditional fixed route services within Wyandotte County, including two (2) routes with direct interjurisdictional connections to Johnson County, downtown Kansas City, MO and the RideKC streetcar. The routes that are classified UGT owned and operated currently provide a limited level of service.

Conclusion

The goal of this project is to update the Citywide Master Plan in order to define a shared vision of the future for the entire community and guide the update and creation of future Area Master Plans across KCK. The Citywide Master Plan will provide overarching goals for the preservation of community character across the diverse neighborhoods that include urban Downtown KCK and its many historic neighborhoods, inner-urban areas of post-World War II expansion, typical suburban growth, traditional rural nodes and towns incorporated into the KCK over the course of its history, and the vast remaining

rural, open space and wild lands that make Wyandotte County and the City of Kansas City, Kansas unique. While this process will NOT plan the areas outside of the jurisdiction of the UG, it will closely coordinate and align with these independent municipalities and their own respective visions of the future. It is important that these goals are integrated with all the existing efforts across Wyandotte County, including the participation and buy-in of all UG Departments, engagement of existing inter-Departmental coordination efforts such as the Stabilization, Occupation and Revitalization (SOAR) initiative, which addresses blight with a goal of improving 10,000 properties in five (5) years, and close collaboration with the UG sponsored and supported Neighborhood Business Revitalization organizations (NBRs). This planning process must also go well beyond the UG to build new bridges with our many partner agencies such as the Wyandotte Economic Development Council (WYEDC), KCK Chamber of Commerce, KCK Community College (KCKCC), multiple public-school districts, Board of Public Utilities (BPU) and the Kansas City, Kansas Housing Authority. All these past, ongoing, and future efforts will impact or influence the update to the Citywide Master Plan process.

Finally, the Citywide Master Plan update is an extension of the ongoing Countywide Mobility Strategy, “goDotte”, (See ATTACHMENTS), a separate planning process that is to be completed in the Summer 2020 right as the Citywide Master Plan is preparing to launch. As an extension of the UG’s Complete Street Ordinance adopted in 2020, goDotte is the first time that all the municipalities of Wyandotte County have comprehensively discussed their collective transportation futures in an effort to align priorities and projects. It is the expectation and intentional timing of this RFP that the goDotte team will help “onboard” the selected Consultant. The goDotte team will share their lessons learned and insights, effectively handing over their engagement process in a seamless transition from transportation to an additional focus on the built, social, cultural, and natural environments before their contract expires. This coordination will allow the Citywide Master Plan effort to lean into and build upon the extensive momentum cultivated during the goDotte process.

The Citywide Master Plan update should pay special attention to diversity, equity, access to opportunity, transportation happiness, ecological restoration, neighborhood regeneration, public health and well-being, public safety, housing choice, displacement, placemaking, quality of life, and triple-bottom line sustainability that together represent the critical factors and therefore when combined with public input become the guiding principles in the planning process.

## Article VI. Project Scope

### Section 6.01 *Scope of Work*



The Department of Planning and Urban Design is soliciting proposals for city and regional master planning services that should result in the following outcomes listed below. The intent is to create a partnership with the Unified Government Staff whereas existing resources, analyses and public outreach can be paired with and built upon by the Consultant to develop various final plan documents. While it is anticipated that the UG will be active, supporting and contributing participants for a significant portion of the planning process, the selected Consultant will lead, facilitate, and provide their expertise in the design, development, and methodology of the planning process, as well as produce the final deliverables in collaboration with Staff.

#### 1. Project Awareness

A successful project launch that engages all stakeholders across the Kansas City, Kansas, decision makers and multiple UG Departments. This should include both the standing up of an internal project team organization structure (“project management team”) and an external, community-based steering committee. A public outreach event will solicit initial community interest and input, as well as increased awareness and raise the public discourse regarding both planning in general and this Citywide Master Plan process specifically.

#### 2. Public Engagement & Buy-In

A tactile, digital, and engaging community visioning process that ignites the public’s imagination of the possible in an informed dialogue of discovery. Using the insights gained from ongoing

outreach and in-depth analyses across the UG, the selected Consultant will craft a community engagement and public outreach campaign in collaboration with the Unified Government's Planning and Urban Design Department, Strategic Communications Division, and Livable Neighborhood Initiative, whom collectively have been working "on the ground" with the local community and neighborhood groups for decades. It is the expectation that UG Staff will supplement most of this effort, but the overall coordination, strategy, and content development will be the responsibility of the selected Consultant. Extending from the Planning and Urban Design Department's Public Involvement Plan protocol (See ATTACHMENTS), this effort will formulate a strategy that meets people where they are, targets traditionally underrepresented populations (elderly, youth, non-English speakers, digital divide, etc.), and is both innovative in a post-pandemic reality, as well as good ole-fashioned planning fun!

### 3. Citywide Insights

A collaborative, in-depth and data-driven analysis of the project area that reveals new ideas, truths, and insights that will be discussed through a multi-faceted community conversation. This analysis should be presented in a manner that changes the way stakeholders perceive their community, transforming liabilities into assets, constraints to strengths, and issues to opportunities. This analysis should lead into the development of strategies and ultimately a data-driven process for plan formation.

### 4. Community Empowerment

An empowered community with a clear strategy of implementation actions to achieve their desired vision. This Citywide Master Plan update will be based in the constraints of the project area, Wyandotte County, and region and align with the various UG Departments and their respective resources. It should include both tangible and relational actions that improve access to opportunity, enhancing city services, and strategizes future public investments. A successful implementation strategy will simultaneously resolve existing issues with new opportunities that address multiple goals at once (i.e. strategic initiatives). It will support the advancement of the concepts of lean government and doing more with less while initiating relevant process improvements and organizational change management. This implementation strategy should be comprehensive and strategic in nature, while also forming the core deliverables needed to codify the community's shared vision.





## **Section 6.02 Deliverables**

The Consultant will be required to provide the following deliverables:

1. *Defined Work Plan and Project Schedule.* The selected Consultant will develop a step-by-step work plan that aligns on-going projects, coordinates diverse stakeholders, and builds momentum through successive tasks. The work plan is understood to be iterative throughout the planning process but should start from a 12-month scheduled outline.
2. *Public Involvement Plan (PIP).* Separate, but complimentary to the work plan, the PIP should build on the UG provided template (See ATTACHMENTS) to develop a 12-month strategy for a multi-cultural and multi-generational engagement schedule that is, at a minimum, bilingual (i.e. English and Spanish). Considering the limited budget for the Citywide Master Plan update, it is the expectation that UG Staff will be utilized for a majority of the outreach, facilitation and other communications efforts with the selected Consultant providing general oversight, coordination, and content creation.
3. *Market Analysis and Strategy Report.* This is not necessarily a prototypical market analysis, but a broader strategy that defines a clear path to increasing market demand across all segments in the plan area including the identification of new funding strategies. This part of the scope will work closely with the Economic Development Department, which will create a baseline market analysis to start the process. The Consultant will supplement this baseline market analysis and specifically tailor it to a diverse and disadvantaged community. The selected Consultant will then develop a market analysis that defines existing market size, market segments and the economic environment. This will support the development of market strategies that support business growth and reduce barriers of entry. It will specifically target the amount of projected housing units and typologies, as well as commercial office, retail, and industrial square feet expected in KCK over the 10-year plan horizon. Existing and previous market analyses conducted by the UG should be used as additional background for this effort (See ATTACHMENTS).

4. *Industrial Land Supply Analysis.* Collaborating with the Economic Development Department and the Wyandotte Economic Development Council, this effort will build off the goDotte Countywide Mobility Strategy that will identify strategic infrastructure investments to unlock land for future industrial expansion in KCK. This process must be tempered with the need for Open Space preservation to support other, often competing, stormwater management, ecological and community character goals of the broader planning process.
5. *Existing Conditions Analysis and Synthesis.* The Planning and Urban Design Department, in collaboration with the Public Works and other UG Departments will work closely with the Consultant, leveraging a significant amount of “in-house” support with the expectation that the selected Consultant will identify and provide any missing data sets and its unique insights throughout. This is not a “data dump,” but a review of collected UG and regional data with the Consultant’s expertise being leveraged to synthesize and develop an illustrative narrative thereof. As previously noted, insights from the ongoing goDotte Countywide Mobility Strategy will also support this effort, as well as those gleaned from other adopted plan documents.

The UG Public Works Department’s Engineering Division has gathered data related to critical public assets including, but not limited to sidewalk, curb and road condition, location, material, and length. Impervious surface data, overland flow paths, and storm and sanitary work orders are all readily available to identify priority improvement areas. This and other relevant data should be used to drive future needs and considerations for right-of-way, utilities and stormwater, building types, transportation modes, impervious surface reduction, green infrastructure, flooding and drainage, and the needs of transportation in relation to surrounding industry (See ATTACHMENTS).

In coordination with the UG Public Works Department, the selected consultant will conduct an in-depth analysis of infrastructure and development opportunities surrounding Public Works assets. The analysis should synthesize the priority of regions to address assets, tree canopy, and stormwater capacity to support economic development, quality of life, and the ever increasing amount and cost of deferred maintenance. Additionally, investigation into innovative solutions such as green banks/mitigation banks, urban nature through stormwater infrastructure, and regional stormwater opportunities to support economic development should be incorporated.

In coordination with the UG Public Health Department (UGPHD), the selected Consultant will conduct an in-depth analysis of the social and health-related indicators for KCK. This analysis should bring a “Health in All Policies” approach that explores the impacts of all parts of the Citywide Master Plan update on the health and wellbeing of the community. This analysis should have a focus on health inequity and the social determinants of health but should also include clinical indicators and mobility and mortality data. The UGPHD will work with the Consultant to identify and access the most appropriate data, analyze the data, and craft a narrative of the public health situation in KCK for the population as a whole and for the populations experiencing disproportionately poor health outcomes.

The portion of the existing conditions analysis that is focused on health must prioritize health inequities and strive to provide a robust understanding of the current health situation in the community and the ways in which this is impacted by the built environment. The analysis should prioritize the four (4) pillars of the Wyandotte County Community Health Improvement Plan (See ATTACHMENTS): access to medical, dental, and behavioral healthcare; violence prevention; access to education and jobs; and access to safe and affordable housing. Detailed information

on the CHIP can be found on the CHIP dashboard: <https://dashboards.mysidewalk.com/wyco-chip-dashboard/our-story>.

The existing conditions analysis should also include information on: chronic disease; potential hazardous waste exposure from lead-based paint to other environmental injustices; racial and ethnic disparities in health outcomes; intentional and unintentional injury; distribution of food retailers (including fast food, farmers markets, and those that accept WIC and EBT); alcohol and tobacco retailers; natural resource utilization; distribution and maintenance of public spaces used for physical activity; distribution and access to bus routes, bike lanes, sidewalks, and other alternative methods of transportation; and, the distribution and inequitable burden of violence at the neighborhood level. The UGPHD's Violence Prevention Dashboard can provide most significant violence-related indicators available at the city or county level: <https://dashboards.mysidewalk.com/violence-outcomes/violence-is-a-public-health-crisis>.

The Unified Government Parks and Recreation Department will provide a priority listing for park improvements based on their 2017 Parks Master Plan (See ATTACHMENTS). The Consultant will support this in the identification of underutilized acres of park land and facilities, unbuildable corridors that could be repurposed as greenways and other community spaces connecting our neighborhoods in a purposeful manner that the community will utilize. With the ongoing levee raise and enhancement project along the Kansas River in the Armourdale Area, particular attention to potential trail-head locations and other means to connect new and existing greenways and pathways to the community is imperative as this is one of the largest new park planning efforts in KCK. The Kansas ("Kaw") Riverfront has been identified as one of the primary drivers of future economic growth in KCK. By transforming the Kansas River from a more industrial to recreational opportunity and considering the unsafe conditions of the much faster flowing Missouri River, this represents one of the few untapped urban riverfront redevelopment opportunities in the country and the only viable one in the region. In addition to the Kansas River, the Missouri River to the north and all their respective tributaries and other bodies of water in KCK form a vast majority of the wild lands and open spaces in KCK. These open spaces not only provide significant and quantifiable ecological, public and mental health benefits, but they also help define the edges of our built environment and embody our distinctive community and neighborhood character.

The Consultant would be expected to integrate and expand on strategies for transit connectivity that allow higher-frequency service both within KCK, as well as Kansas City, Missouri (See ATTACHMENTS). There should also be a focus on maximizing limited resources to satisfy needed supporting amenities such as real-time wayfinding, sidewalks, shelters, benches, lighting, trashcans, access to bike share stations and dedicated bike lanes. In coordination with various transit and trail routes across KCK, specific transit-oriented development (TOD) opportunities should be further identified and vetted. TOD is a complimentary concept to infill development for future reinvestment in KCK.

6. *Urban Form Analysis*. In coordination with the Planning and Urban Design Department, the selected Consultant will support an in-depth analysis of the urban fabric and built form of the KCK community. While the UG will support the collection and collating of existing information, as well as field verify and document any unique characteristics, the Consultant will identify emerging best practices and gaps in the available information that will in turn support the synthesis of this data. Furthermore, the Consultant will then craft the illustration and narrative of the insights gathered from their synthesis of said information. This should include a three-dimensional analysis of the built environment, a site line study of important viewsheds, and a

skyline study of Downtown KCK and its immediate historic neighborhoods and other important and/or identified landmarks citywide.

7. *Draft Plans*. Two (2) preliminary draft plans for internal UG and public review in PDF format that include, but are not limited to the following topics and strategies:
  - a. Social, Economic and Environmental Sustainability (triple-bottom line)
  - b. Community Empowerment
  - c. Access to Opportunity
  - d. Equitable Investment
  - e. Urban Design
  - f. Transit-Oriented (TOD) and Infill Development
  - g. Open Space Preservation
  - h. Infrastructure Right-Sizing

The Consultant will consider revenue and budgetary constraints when developing opportunities and strategies.

8. *Final Plan*. Final plan document in hard copy, InDesign, PDF, and online formats. Like the planning process itself, this deliverable should be in both English and Spanish.
9. *Public Involvement Summary*. Public Involvement Summary document, which will include a catalog of all materials, minutes of events and a per event and cumulative tabulation of citizens engaged (i.e. sign-in sheets, online, interactives, social media, etc.).
10. *Implementation Action Plan*. Develop a 10-year implementation action plan with performance measures and baselines.
11. *Land Use Map and Catalog*. Land Use Map and catalog of all potential Land Use Categories for the use and discretion of future Area Plans.

The Consultant will leverage the local expertise of UG Staff in a collaborative fashion with their experience and expertise with planning and urban design best practices from outside of the Kansas City region. The Consultant will facilitate the process to create an engaging, dynamic, illustrative, and visual planning process and final deliverable that creates buy-in across KCK, amongst our many partner agencies, in coordination with the myriad of local stakeholder groups, and most importantly, the general public. The result is a dynamic and inclusive planning process that builds local capacity and triggers implementation actions both before and after successful adoption.

### **Section 6.03 Work Schedule**

The contract term and work schedule set out herein represent the Unified Government's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract will be for 12 months from the date of award.

The approximate contract schedule is as follows:

#### **SAMPLE WORK SCHEDULE:**



1. Ongoing: Public Participation and Community Engagement
2. Phase 1: Kickoff
3. Phase 3: Existing Conditions Analysis
4. Phase 4: Screening Alternative Scenarios
5. Phase 5: Visioning and Strategy Formation
6. Phase 6: Plan Development
7. Phase 7: Implementation Actions and Community Empowerment
8. Phase 8: Adoption

The Consultant is to respond to this RFP with their recommended scope of work, schedule, and engagement strategy.

**Section 6.04 Budget**

The contract amount will be \$350,000.

**Article VII. Proposal Format**

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

An respondent **must** submit a complete copy of its response in one of the following formats: one (1) original and a digital response in PDF format on a flash drive submitted to the address below **or** submit a complete copy of its response on the Unified Government's eProcurement site at <https://purchasing.wycokck.org/eProcurement> prior to the closing date and time. If components of the response, such as spreadsheet, pictures, charts, or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any Offeror that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

**Proposal – RFP 34149 Citywide Master Plan Update**

**(1) Copy and One (1) digital copy of your proposal and supplementary material should be submitted to:**

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

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

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

### **Section 7.01 Proposal Format and Content**

The Unified Government discourages overly lengthy and costly proposals, however, in order for the UG to evaluate proposals fairly and completely, Offerors should follow the format set out herein and provide all the information requested.

### **Section 7.02 Electronic Filing Requirements**

A respondent **may** submit a complete copy of its response on the UG's e-procurement site which can be accessed at <https://purchasing.wycokck.org/eProcurement>.

### **Section 7.03 Introduction**

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the UG should contact regarding the proposal.

Proposals must confirm that the firm will comply with all the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a UG bidder. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

### **Section 7.04 Understanding of the Project**

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and issues and opportunities facing the Kansas City, Kansas community.

### **Section 7.05 Methodology Used for the Project**

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their approach will serve to accomplish the work and meet the UG's stated project goals. This should include a supplement to the Department of Planning and Urban Design's Public Involvement Plan (See ATTACHMENTS).

### **Section 7.06 Management Plan for the Project**

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their approach will serve to accomplish the work and meet the UG's defined project schedule. This should include a complete project schedule that outlines the key engagement initiatives, deliverables, and approval process.

### **Section 7.07 Experience and Qualifications**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team, if applicable, including how they have in the past and plan to work with each other for this project.

Provide a personnel roster that identifies each person who will work on the contract and provide the following information about each person listed:

1. Title,

2. Resume,
3. Location(s) where work will be performed, and
4. Itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers and emails for similar projects your firm has completed.

**Section 7.08 Cost Proposal**

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

Any firm or team member required to travel to Kansas City, Kansas must make accommodations to stay and optimize expenses within KCK.

**Article VIII. Evaluation and Selection**

**Section 8.01 Selection Criteria**

**(a) Understanding of the Project- 20%**

Proposals will be evaluated against the questions set out below.

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

**(b) Methodology Used for the Project— 35%**

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?

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

**(c) Management Plan for the Project— 15%**

Proposals will be evaluated against the questions set out below.

1. How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined?
3. Is the organization of the project team clear?
4. How well does the management plan illustrate the lines of authority and communication?
5. To what extent does the Offeror already have the hardware, equipment, and licenses necessary to perform the contract?
6. Does it appear that the Offeror can meet the schedule set out in the RFP?
7. Has the Offeror provided alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8. Is the proposal practical, feasible and within budget?
9. How well have any potential problems been identified?
10. Is the proposal submitted responsive to all material requirements in the RFP?

**(d) Experience and Qualifications— 25%**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

- 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
- 4. How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

- 1. How well has the Offeror demonstrated experience in completing similar projects on time and within budget?
- 2. How successful is the general history of the Offeror regarding timely and successful completion of projects?
- 3. Has the Offeror provided letters of reference from previous clients?
- 4. How reasonable are the Offeror's cost estimates?
- 5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

**(e) Contract Cost— 5%**

Overall, a minimum of 5% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one (1) or more of the preferences set out below.

***Converting Cost to Points:***

The lowest cost proposal will receive the maximum number of points allocated to cost.

**Article IX. ATTACHMENTS**

**ATTACHMENT A Proposal Form**

**ATTACHMENT B Debarment Form**

**ATTACHMENT C [Citywide Public Involvement Plan](#)**

**ATTACHMENT D [2008 Citywide Master Plan](#)**

**ATTACHMENT E [2021 goDotte Foundations Report](#)**

**ATTACHMENT F [2012 Sidewalk and Trail Master Plan](#)**

**ATTACHMENT G [2017-2021 Five Year Consolidated Plan](#)**

**ATTACHMENT H [2017 Wyandotte County Parks Master Plan](#)**

- ATTACHMENT I [2018 Wyandotte County Community Health Assessment](#)**
- ATTACHMENT J [Wyandotte County Community Health Improvement Plan Year 3 Annual Report](#)**
- ATTACHMENT K [2020 Wyandotte County Solid Waste Management Plan](#)**
- ATTACHMENT L [2019 Land Bank Policy](#)**
- ATTACHMENT M [2021 MARC Regional Climate Action Plan](#)**
- ATTACHMENT N [2022 Community Survey](#)**

**ATTACHMENT A  
 UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,  
 KANSAS  
 RFP 34149 Citywide Master Plan Update  
 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; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication, or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror 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 90 days.

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

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

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

Company Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

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



**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 manger; 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 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

**For Office Use Only: Bid** \_\_\_\_\_ **RFP** \_\_\_\_\_ **P.O. #** \_\_\_\_\_