

Department of Procurement & Contract Compliance



BID #B41584
Single Occupant Public Restroom

Bid Issue Date: June 20, 2025



LEGAL NOTICE OF INVITATION FOR BIDS
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Bids are being solicited for a CDBG project known as:

Project Name	Single Occupant Public Restroom
Project ID No.	B41584
Bid Issue	June 20, 2025
Bid Date	July 2, 2025
Questions Due	June 25, 2025 by 11:00 AM
Answers Due	June 27, 2025 by 4:00 PM
Contract Time	Twenty-Nine (29) Calendar Days
Estimated Value	\$202,000.00

Bids will be received until 8:45 a.m. on the above date, the Office of the Unified Government Clerk, Municipal Office Building, 701 North Seventh Street, Kansas City, Kansas, 66101. **At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.**

The Unified Government reserves the right to reject any or all bids. The Instructions to Bidders section of this Project Manual, below, contains additional requirements.

The Unified Government of Wyandotte
County/Kansas City, Kansas

MINIMUM SPECIFICATIONS AND REQUIREMENTS BID #B41584
Single Occupant Public Restroom

Instructions to Bidders: Bidders must bid the item exactly as specified or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodation will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. The Unified Government follows all Federal and State antidiscrimination and equal employment opportunity laws and requires the same of its contractors.

General Requirements

- 1.1. All bids shall be submitted in DUPLICATE and shall be signed by authorized personnel on the **Signature Sheet, provided as Attachment A** to this bid solicitation. The proposal, bid and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.
- 1.2. All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3. Each bid shall be submitted in a sealed envelope and shall be addressed as follows: **Office of the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. *The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Government Clerk no later than 8:45 a.m. Wednesday July 2, 2025.*** If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.
- 1.4. **Bids will be opened at 9:00am in the Commission Chambers located in the Lobby of the City Hall Building, 701 N. 7th Street, Kansas City, KS 66101.**
- 1.5. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as defined by section 29-1 and provided by section 29-153 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 1.6. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.7. It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). Please note that all bidders are required to document any deviations from these specifications.
- 1.8. Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the bidder's proposal
- 1.9. Conditioned bids from the vendor shall be rejected as non-responsive unless the Unified Government of

Wyandotte County/Kansas City, Kansas identifies conditions in the bid specifications.

- 1.10. The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.11. It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Arenis Montes, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to a.montes@wycokck.org. All Questions must be received no later than **11:00 A.M. Wednesday, June 25, 2025, 2025.**
- 1.12. The successful bidder must provide proof of workers' compensation insurance prior to contract approval. The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. A bidder'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.
- 1.13. This project is funded with CDBG funding as part of the Unified Government budget of \$202,000.00. As a requirement, bidder must be registered in SAM.gov.

2. Contract Award

- 2.1. A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2. Breach of this covenant may be regarded as a material breach of contract.

3. Approved Equivalents

- 3.1. Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s) and is not intended to limit or restrict competition.

4. Cooperative Purchasing

- 4.1. The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.
- 4.2. Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.
- 4.3. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering jurisdiction.
- 4.4. Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer

with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.

4.5. The principal procurement officer is responsible for handling the solicitation and awarding the contract. The Principal Procurement Officer is Arenis Montes; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.

5. UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, GENERAL CONTRACTUAL PROVISIONS

Important: "The provisions found in General Contractual Provisions which is attached hereto are hereby incorporated in this contract and made a part hereof."

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "_____"; hereinafter called "Contractor."

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, amended, or supplemented 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. The Unified Government expressly states that it will not be bound by any content on CONTRACTOR'S website, even if the CONTRACTOR'S documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.

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

6. **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.

7. **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.

8. 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.

9. 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 CONTRACTOR.

10. 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.

11. Equal Opportunity.

a. CONTRACTOR shall observe the provisions of the Kansas Acts 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 ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of 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 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 Acts 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.

12. Representations.

CONTRACTOR makes the following representations:

a. The price submitted is independently arrived at without collusion.

b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

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.

13. 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.

14. 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.

15. 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.

16. Disclaimer of Liability. The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

17. 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 ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay 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 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;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. 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.

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

19. 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, Kansas 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.

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

21. Availability of Records and Audit. CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, 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 his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

22. No Limit of Liability. Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.

23. Indemnification. CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

24. Governing Law. The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District

Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Miscellaneous Provisions

6.1. **Contract Term.** The contract term shall commence on the date of execution by the last-signing party and shall continue through July 31, 2025. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to cancel the contract upon 30 days written notice.

6.2. **Prevailing Wage Rate is part of this solicitation.** The requirements of 2 CFR Part 200 apply to all CPF awards.

- Suspension and debarment at 2 CFR 200.214
- Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216
- Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305
- Program Income requirements at 2 CFR 200.307
- Revision of budget and program plans at 2 CFR 200.308
- Disposition of property acquired with CPF funds at 2 CFR §200.311
- Procurement requirements at 2 CFR §200.317-327
- Record retention and access requirements at 2 CFR 200.334- 200.338
- Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330
- Subrecipient monitoring and management at 2 CFR 200.331- 200.333
- Remedies for Noncompliance at 2 CFR 200.339-200.343
- Closeout of federal grants at 2 CFR §200.344-346
- Cost Principles at 2 CFR Part 200, subpart E
- Audit requirements at 2 CFR Part 200, subpart F

Preference for section 3 business concerns in contracting opportunities.

§ 135.36

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the

section 3 covered assistance is expended (category 3 businesses).(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);(iii) Other section 3 business concerns.(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (2 CFR 200.318(h).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

19. Competitive Proposals

14.1.3 Competitive proposals are used to purchase professional services where the total cost will exceed \$100,000. Under this procurement method, the grantee must publish a written request for Instructions and Information to Bidders submissions and then review these submissions based on established selection criteria. The grantee must solicit proposals from an adequate number of qualified sources. Under this approach, there are two possible methods of soliciting proposals. A request for proposals asks that offerers submit both qualifications and cost information. A request for qualifications can be used for purchasing architecture and engineering services. It only asks for information on the offerer's expertise/experience and not on cost, subject to a negotiation of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, the full RFP process must be used. For example, if a grantee were to hire a for-profit CDBG contract administrator and that contract exceeded \$100,000, an RFP would be required. When acquiring architectural or engineering services, either a RFP or a RFQ may be used. Note that if an architectural or an engineering firm is being hired to provide a non architectural/engineering service that service must be procured using either the small purchases process or a RFP. For example, some engineering firms also provide construction and grants management services. In that situation, a RFQ cannot be used and either the small purchases (if it is less than \$100,000) or a RFP must be used. Basically CDBG (November 2007) 14-3 HUD, Office of Block Grant Assistance Chapter 14: Procurement When Competitive Proposals are utilized, the following requirements apply.

Publication Period: Proposals must be solicited from an adequate number of qualified sources and an advertisement must be published. RFPs/RFQs should be published in a sufficient timeframe before the proposals/qualifications are due. Clear Definition:

The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance. Technical Evaluation: The grantee must provide a mechanism for technical evaluation of the proposals received, determinations of responsible offerer and the selection for contract award. Award: Award may be made to the responsible offerer whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerers should be notified promptly. The contract can be either a fixed price or a cost reimbursement type.

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- 6.3. **Interest Payable on Claims.** Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

7. Minimum Specifications

The Unified Government of Wyandotte County, Kansas City, Kansas is interested in receiving bids for one (1) single occupant toilet restroom for the Community Development and Buildings & Logistics Departments.

The successful contractor shall be required to enter into a written contract with the Unified Government in a form provided by the Unified Government which contains all of the terms and conditions in full force and effect until the Unified Government accepts and pays for the full quoted amount of the single occupant toilet restroom.

The contractor must supply references, if requested, which may be used in the evaluation of the bids.

Product Specifications

Contractors shall provide the product as specified below. Contractor may submit a catalog or list of alternative options.

- Single occupant public toilet
- Vandal-resistant stainless-steel posts, panels, louvers, roof, and toilet
- Aluminum front door
- Skylight, 40W heat trace, interior & exterior LED lighting with photoeye and motion sensor control and occupancy counter
- Hand Wash Basin
- Interior 32 oz hand sanitizer dispenser
- Vandal-resistant, lockable 2-roll toilet paper dispenser with AC power option
- Baby Changing Table
- Trash Can
- Cold Weather Toilet Upgrade
- Recessed Hand Wash With Cold Air Hand Dryer, Tempered Water, and Soap Dispenser
- Left-hand or Right-hand Front Door Options
- Restroom Template
- Includes Structural Drawings
- Shipping and Handling in one load
- Product Warranty

8.0 Bid Deadlines and Delivery Instructions

Sealed bids must be addressed and delivered to: Bid #B41584, Single Occupant Public Restroom, Office of the Unified Government Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday July 2, 2025.

**Bids will be opened at 9:00am in the Commission Chambers located in the Lobby of the City Hall Building,
701 N. 7th Street, Kansas City, KS 66101**

ATTACHMENTS:

Attachment A – Signature Sheet
Attachment B – Bid Sheet

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Attachment A
Signature Sheet

No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Company Name

Authorized Representative

Mailing Address

Signature Date

City, State, Zip Code

Title

Phone Number

Fax Number

Federal Tax ID #

E-Mail Address

Attachment B

Bid Sheet

The cost listed below includes the price of materials delivered to the Unified Government provided by the successful bidder.

Unit Cost Base Price \$ _____