



Request for Qualifications N28692

Wolcott WWTP Expansion Construction Manager at Risk Services

Date of Request: September 6, 2018

Response Due By: October 2, 2018, 2:00 PM, CST

Written responses and requests for information should be directed to:

Sharon Reed
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Fax: 913-573-5465
sreed@wycokck.org

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1 Introduction

1.1 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking sealed statements of qualifications (SOQ) from qualified firm(s) to provide Construction Management at Risk (CMAR) services to assist the UG during the design and execution of the Wolcott Wastewater Treatment Plant Expansion Project (Project). The Project will replace the aging Wolcott Wastewater Treatment Plant (WWTP), which currently treats 0.3 million gallons per day (MGD) with a new plant capable of treating 2.0 MGD. The new plant will be constructed through a CMAR form of delivery. This CMAR services procurement is conducted pursuant to UG Ordinance Sec. 29-314.

The UG will select a Construction Manager (CM) following a three-stage procurement process. Phase I shall be the solicitation of an SOQ and prequalifying a short list of firms to advance to Phase II. A short list containing a minimum of three qualified firms shall be selected to participate in Phase II. Phase II shall be the solicitation of a request for proposal (RFP) for the Project. Each of the short-listed firms will be invited to participate in firm meetings with UG and the Engineer prior to the submission of the Proposal. Phase III shall include an interview with each firm to present their qualifications and answer questions.

1.2 Proposed Procurement Schedule

Advertise RFQ	September 6, 2018
Non-Mandatory Pre-Submittal Meeting	September 20, 2018 10:00 AM
Deadline for Questions	September 24, 2018
Deadline for Responses to be provided	September 26, 2018
Submit SOQ	October 2, 2018
Short-List Notification/Issue RFP	October 9, 2018
Short-Listed Firm Meetings	October 15 – 17, 2018
Submit Proposals	November 13, 2018
Interviews	December 3 – 7, 2018

Non-Mandatory Pre-Submittal Meeting

A Non-Mandatory conference will be held at 10:00 a.m. CST on September 20, 2018 in the large Kaw Valley Conference room at the Waste Water Treatment Plant, 50 Market Street, Kansas City, KS 66118

1.3 Background Information

The UG is a consolidated city/county government serving all of 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 ten (10) other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. Please refer to the UG website for additional information at www.wycokck.org.

In 2016, the UG completed a draft Integrated Overflow Control Plan (IOCP) which was submitted for review in accordance with a Partial Consent Decree to the United States Environmental Protection Agency (USEPA). As presented in that plan, the UG plans to build a new Wolcott Wastewater Treatment Plant

(WWWTP) to serve the Northwest portion of the UG. Additional information relative to the IOCP may be found at www.UGIOCP.com.

The new WWTP will be located on property currently owned by the UG and generally located north of the existing Wolcott Treatment Plant at 9403 Main Street, Kansas City, Kansas, 66109. A separate project, Lower Conner Creek Interceptor (LCCI) is currently under design to eliminate the existing UG pump station (PS 50) located near I-435 and Donahoo and redirect these flows by gravity to the new WWTP. A Preliminary Design Report was completed which provides identified options and issues considered thus far for the new plant. This Report and other related information may be downloaded at the UG's electronic bidding site associated with this RFQ.

The Project will be directed and managed by the Unified Government Water Pollution Control Department. HDR Engineering Inc. has been selected as the Design Engineer for the Project. HDR is currently completing the Project Definition-Conceptual Design Report.

The construction of this Project will be undertaken with a CMAR form of contract in order to expedite the construction process and realize construction cost savings through collaborative design. Operationally, the UG expects a highly integrated and deeply cooperative team approach to the entire process of design and construction. The UG intends for the design team to advise in the selection of the CM.

1.4 Project Schedule

The anticipated Project milestones are as follows:

Conceptual Design	August 2018 – November 2018
Final Design and GMP Development	December 2018 – December 2019
Site Consolidation/Field Work	February 2019 – June 2019
Construction	January 2020 – June 2021
Commissioning	June 2021 – December 2021

2 Questions

All questions and inquiries concerning this RFQ shall be directed to the UG Purchasing Manager Sharon Reed at sreed@wycokck.org or at (913) 573-5465. Telephone conversations must be confirmed in writing by the interested party.

Respondents should make NO CONTACT, either written or verbal, with the Unified Government Board of Commission, legal counsel, department personnel, consultants, or other county boards beginning with the issuance of this document through approval of award.

3 Scope of Services

The Scope of Services section is included to provide interested parties with a general overview of the UG's understanding of the responsibilities and activities for the CM. It is not anticipated that the respondent(s) will directly address this scope fully in Phase I of the submittal process, but may be asked to discuss Project approach and items listed in this scope during the Phase II interview(s). This Scope will also form the basis of negotiations with selected firm.

The basic scope of services will be structured generally around those services defined in Article 3 of a modified Construction Management Association of America (CMAA) Document *CMAR-1-2013, Standard*

Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The Unified Government General Terms and Conditions to this document will be distributed to short-listed finalists for reference.

Services will be completed in two phases:

3.1 Pre-Construction Phase and Preparation of Guaranteed Maximum Price

The CM will consult with the UG and the UG's Design Engineer throughout the development of the final design and Guaranteed Maximum Price (GMP). The expectation is that collaboration with a CMAR throughout the design process will facilitate a construction solution that balances constructability, construction sequence, operability, quality, budget, and schedule. CM shall provide such services as design review, scheduling, cost control, value engineering, constructability evaluation and preparation and coordination of bid packages.

The general scope of services anticipated for the Pre-Construction Phase includes:

- Develop a Construction Management Plan including a schedule.
 - The CM shall consider the Owner's schedule, budget, and design requirements for the Project. The CM shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to the Owner.
 - The schedule shall specify the proposed start and finish dates for each Project activity and the dates by which certain construction activities must be complete. The schedule shall also be used in connection with soliciting bids from Contractors and suppliers.
- Assist with procurement for a contractor to excavate existing site fill to original site grade, import additional site fill, and compact imported and existing site fill to grades provided by Design Engineer for site consolidation.
- Perform a Construction Market Survey, value engineering, and constructability reviews.
 - The survey shall provide current information regarding the general availability of local construction services, labor, materials and equipment cost and other economic factors related to the Project.
 - Value engineering and constructability reviews shall be performed on design development submittals in conjunction with the UG and UG's Engineer.
- Develop a Project Cost Model.
 - Prepare and maintain a Cost Model and submit detailed cost estimates as the design is advanced.
- Develop a Guaranteed Maximum Price (GMP).
 - Submit and negotiate GMP proposals for performance of Construction Phase services (include possible early-out equipment and/or construction packages).

3.2 Construction Phase

At the conclusion of the Pre-Construction Phase and completion of the GMP, the UG will evaluate the services provided to date to determine whether the CMAR contract will be extended into the Construction Phase. If the UG and CM reach agreement on a GMP and schedule for the Work, the GMP Proposal will be presented to the UG Board of Commissioners for approval. Should the UG choose not to continue with the firm providing the Pre-Construction Services, the Project will be finalized and advertised for bid using a traditional design-bid-build delivery method.

CM shall provide such services as permitting, utility connections/fees, bidding, and construction, including Closeout, Transition, Occupancy, and Warranty periods.

The general scope of services anticipated for the Construction Phase includes:

- Construction Management Plan Update including an updated schedule.
- Conduct Progress Meetings and Project Site Meetings.
- Assist with securing necessary permits.
- Procure equipment, materials, and subcontractors.
- Construct the Project.
- Mitigate Project risks.
- Conduct startup, commissioning, and performance testing.
- Provide warranty coverage.

4 Instructions for Responding To RFQ

4.1 Completion Requirements

All requirements outlined in this and related documents must be completed. SOQ submitted without complete minimum information requested may be considered non-responsive and excluded from consideration for contract award.

The UG will not accept nor consider a SOQ that is late. It is the respondent'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. Respondents shall be responsible for actual delivery of the SOQ to the appropriate department identified in document.

The UG may delay or modify scheduled event dates if it is to the advantage of the UG to do so. The UG will notify potential Respondents of all changes in scheduled due dates by posting any change in the form of an Addendum on the UG's website below.

4.2 Format of Submittals

Phase I shall require all firms to submit an SOQ of a maximum of thirty (30) pages, including appendices, to include the following information:

- Transmittal letter;
- Firm profile;
- Similar project experience;
- Experience in this type of project delivery system;
- References from design professionals and owners from previous projects;
- Description of the firm's project management approach;
- Financial statements; and
- Bonding capacity.

Firms submitting a SOQ shall be capable of providing a public works bond in accordance with K.S.A. 60-1111, and amendments thereto, and shall present evidence of such bonding capacity to the UG with their SOQ. If a firm fails to present such evidence, such firm shall be deemed unqualified for selection under this subsection.

The following table sets the specific items to be addressed in the SOQ. Firms must return this table or a similar page with their SOQ and with corresponding page numbers. All pages within the SOQ shall be 11.5-inch by 8.5-inch and shall not exceed the maximum page count. It is requested that the SOQ contains a tab between each section. Tab sheets shall be blank and do not contribute to the page count.

	<u>Response Page Number</u>
Cover Sheet of the SOQ	
Transmittal Letter: <ul style="list-style-type: none"> • Submit on firm’s letterhead; limit to two (2) single-sided pages. • Include additional relevant information not requested elsewhere in the SOQ. • The signature of the letter shall be that of a person authorized to represent and bind the firm. 	
Table of Contents <ul style="list-style-type: none"> • Submit this table or a similar page with corresponding page numbers 	Page 1
Firm Profile	Page(s) 2 to ____
Project Experience	Page(s) ____ to ____
Previous Project References	Page(s) ____ to ____
Project Management Approach	Page(s) ____ to ____
Appendix A – Financial Statements	
Appendix B – Bonding Capacity	

Submit one (1) unbound original (clearly marked as such), thirteen (13) hard copies, and one (1) electronic copy containing an exact PDF format on a USB drive (preferred) or CD-ROM of all the documents submitted in the sealed envelope with the name of the Statement of Qualifications clearly marked on the outside of the envelope.

4.3 Submission Requirements

Your response, including the signature page “Attachment A” and Debarment page “Attachment B” should be delivered as follows:

Day and Date SOQ is due: Tuesday, October 2, 2018
 Time SOQ is due: 2:00 PM, Central Time
 Send SOQ to: Unified Government of Wyandotte County / Kansas City, KS
 Department of Procurement & Contract Compliance
 701 North 7th Street, Suite 649
 Kansas City, Kansas 66101-3064
 Attention: Sharon Reed

All respondents may submit a completed copy of its response on the Unified Government's e-procurement site which can be accessed at:

https://purchasing.wycokck.org/eprocurement/Vendor_Login.aspx

The UG will not accept nor consider a proposal that is late. It is the respondent'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. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.

Registration in the e-procurement system is required in order respond to this Request for Qualifications.

All questions must be submitted in writing, regarding the registration or upload process, can be sent to Sharon Reed (sreed@wycokck.org)

5 Evaluation Process

The UG shall evaluate the qualifications of all firms in accordance with the instructions of the RFQ. The UG shall prepare a short list containing a minimum of three and maximum of five qualified firms, which have the best and most relevant qualifications to perform the services required of the Project, to participate in Phase II of the selection process. If the UG receives qualifications from less than four firms, all firms shall be invited to participate in Phase II of the selection process. The UG shall have discretion to disqualify any firm that, in the UG's opinion, lacks the minimal qualifications required to perform the work.

Each shortlisted firm from Phase I will be invited to participate in individual short-listed firm meetings, submit fee proposals to the UG, and the UG will interview each of the shortlisted firms. As part of the shortlisted firm meetings, the UG will allow each competing firm to participate in an individual, collaborative, exploratory question and answer conference with UG staff, the Design Engineer, and the short-listed firm. As part of the interview process, the UG will allow the competing firms to present proposed team members, qualifications, and Project plan and to answer questions.

The UG shall select the firm providing the best value based on the proposal criteria and weighting factors utilized to emphasize important elements of the Project. Finalist firms shall be independently evaluated by each Evaluation Committee member based on his/her individual determination as which is the best qualified contractor to deliver the Project in line with the UG's interests and needs for the Project. The UG shall proceed to negotiate with and attempt to enter into a construction management at-risk contract with the firm receiving the best total score to serve as the construction manager or general contractor for the Project. In the event that a mutually agreeable contract cannot be negotiated with said firm, the UG will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. If the UG determines at any time that it is not in the best interest of the UG to proceed with the Project pursuant to the proposals offered, the UG shall reject all (remaining) proposals. If all proposals are rejected, the UG may solicit new proposals using different design criteria, budget constraints or qualifications.

6 Standard Terms and Conditions

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

6.1 Agreement with Kansas Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

6.2 Kansas Cash Basis Law

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

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

The UG shall file an application for property tax exemption with the Board of Tax Appeals for the Argentine Recreational Community Center. Should the exemption be denied, the selected firm shall be responsible for and pay all ad valorem taxes incurred each year on a timely basis.

6.3 Payment of Taxes

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

The Unified Government shall file an application for property tax exemption with the Board of Tax Appeals for the Argentine Recreational Community Center. Should the exemption be denied, the selected firm shall be responsible for and pay all ad valorem taxes incurred each year on a timely basis.

6.4 Disclaimer of Liability

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

6.5 Anti-Discrimination Requirements

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

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

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

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

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

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

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

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

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

6.6 Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm 's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements. Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

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

6.7 Termination for Convenience

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

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

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

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

6.8 Disputes

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

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

6.9 Representations

The selected firm makes the following representations:

- The price submitted is independently arrived at without collusion.
- It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.
- It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

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

6.10 Ownership of Materials

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

6.11 Availability of Records and Audit

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

6.12 Assignment

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

6.13 No Limit of Liability

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

6.14 Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFQ N28692
"Wolcott WWTP Expansion – Attachment A"
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 _____ days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



**DEPARTMENT OF PROCUREMENT & CONTRACT
COMPLIANCE**

**RFQ N28692 Wolcott WWTP Expansion
Attachment B**

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

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

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. Are Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. Have Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. Are Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. Have Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.
3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

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

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Company

Project

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