



## **REQUEST FOR QUALIFICATIONS**

### **REQUEST FOR QUALIFICATIONS N41233**

#### **TO PROVIDE A DESIGN/BUILD SERVICES FOR A NEW 12,000-15,000 SQUARE FOOT PRE-ENGINEERED METAL BUILDING TO SERVE AS A CENTER TO PROVIDE SERVICES TO THE UNHOUSED POPULATION IN WYANDOTTE COUNTY.**

Notice is hereby given that the Building and Logistics Department of Unified Government of Wyandotte County/Kansas City Kansas (“the Unified Government”) desires to obtain the services of a qualified Design/Build team to prepare engineering plans for and construct a new 12,000-15,000 ft<sup>2</sup> Unified Government Multipurpose Center with approximately 60-70 parking lot spaces to replace the existing facility known as the Willa Gill Center, currently located at 645 Nebraska Avenue, Kansas City, Kansas 66101.

This project is partially funded with ARPA funding as part of the Unified Government budget of \$3.5 million. This project is designated for construction and all related costs (design, security, AV, and furnishings and fixtures). While this project has an existing budget, it is anticipated that a review is necessary so that any changes or budget revisions could be addressed. Currently, Davis-Bacon Prevailing Wage laws do not apply. Should funding become available that does require adherence to Davis – Bacon Prevailing Wage Laws, the Association would work with the selected respondent to segregate costs if possible or develop an agreed upon approach compliant with funding requirements.

The successful design/build contractor (“Contractor”) will be responsible for determining the building design to serve the needs of the working group involved in the project. The Contractor will be responsible for establishing priorities, and scheduling to meet that final agreed upon delivery date. The Unified Government and the Contractor will establish a guaranteed maximum price. The Contractor shall comply with that maximum price.

The Contractor must demonstrate prior experience and interest in this type of project. Written proposals should include qualifications, project team, and identified project manager.

The Contractor understands and agrees that, should it be awarded a contract for services under the Request for Qualification, it will be bound by the Unified Government’s Exhibit A, General Contractual Provisions, attached hereto as Attachment D, and incorporated by reference as if fully set forth herein.

The Unified Government reserves the right to include additional terms and conditions during the contracting process.

## **FORMAT OF SUBMITTALS**

### **DESIGN/BUILD SERVICES FOR A NEW 12,000-15,000 FT<sup>2</sup> UNIFIED GOVERNMENT Multipurpose Center to Serve the Unhoused.**

Submittals shall be received by the date, time and at the location specified in the Request for Qualifications and shall be clearly marked “**DESIGN/BUILD SERVICES FOR A NEW MULTIPURPOSE CENTER TO SERVE THE UNHOUSED**”.

Submissions shall include the following and be in the following format:

#### **I. General Section Submission**

- A. The general section shall contain:
  - 1. Letter of interest
  - 2. Qualifications must include the following: complete name and address of the firm, plus, and a brief description of the firm and statements of qualifications including:
    - a) Complete name and address of the firm;
    - b) The name, mailing address, and telephone number of the person the Unified Government should contact regarding the firm’s qualifications;
    - c) The titles and size of the firm’s various divisions;
    - d) Project management;
    - e) The firm’s quality assurance programs;
    - f) Headquarters location;
    - g) Corporate structure and size;
    - h) Location and history of the firm’s Kansas City office;
    - i) The names, addresses, and telephone numbers of at least three local municipality references with which the firm has contracted for similar services;
    - j) Three to four examples of design/build projects, with references, that the firm has completed in the last three years;
    - k) A minimum of three (3) references that can verify the firm’s ability to provide the scope of services requested
- B. The general section shall be limited to a length of 12 pages not including team resumes.
- C. All statements of qualifications will be reviewed by selection committee. The Unified Government reserves the right to request clarification or expansion of information submitted by any or all respondents. Selection will be based on the written qualifications and performance data including any written amendments or at its discretion prepare a short list of respondents that it considers to be most qualified for interviews and selection.

For general questions and inquiries contact Arenis Montes [a.montes@wycokck.org](mailto:a.montes@wycokck.org) or 913-573-5279. Telephone conversations must be confirmed in writing by the interested party.

Firms interested in being considered for this project must submit their Statement of Qualifications:

Please submit unbound one (1) marked original, twelve (12) hard copies and one (1) electronic copy containing an exact PDF format on a flash drive of all the documents submitted in the sealed envelope with the name of the Request For Qualifications and #N41233 clearly marked on the outside of the envelope.

Your response, including the signature page set out as Attachment C, should be delivered as follows:

Day and Date Proposal is due: Monday, December 9, 2024

Time Proposal is due: 12:00 PM, Central Time

Send Proposal to:

Unified Government of Wyandotte County / Kansas City, KS  
Clerk's Office  
701 North 7th Street, Suite 6323  
Kansas City, Kansas 66101-3064  
Attention: Arenis Montes

All respondents must 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](https://purchasing.wycokck.org/eProcurement/Vendor_Login.aspx)

**Registration in the e-procurement system is required in order respond to this REQUEST FOR QUALIFICATIONS.** Questions regarding the registration or upload process can be sent to Arenis Montes (a.montes@wycokck.org)

## II. Proposed Project Schedule

Date	Event
November 14, 2024	Distribution of RFQ
November 26, 2024	Non-Mandatory Pre-Conference Meeting
December 2, 2024	Last day for respondents to submit written questions (Noon, CST)
December 3, 2024	Final day answers to questions from respondents will be provided
December 9, 2024	Responses due before 12:00 p.m. CST
TBD	Notice to firms selected for interviews

## III. Scope of Services

- A. This RFQ is to procure development services for all phases of planning and development required for the development of a new building to serve as a center for wrap around services for the unhoused as well as a meals program.
- B. The Unified Government (UG) has acquired property in Kansas City, Kansas at the intersection of North James Street and Central Avenue for the construction and development of the new Center. The UG will maintain responsibility for decision-making or alternatively, the developer

partner(s) will take on the responsibility for managing parts or all the entire development process, coordinating the work of the development team, serving as central point for communication, and providing advice to the UG. In addition, the developer partner may take on several specific tasks either independently or in conjunction with other members of a development team.

These tasks include, but are not necessarily limited to, the following:

1. Oversee the preparation of development program and concept plan(s) for the new building.
2. Assist with project design, prepare capital and operating cost budgets, assist with zoning and other development activities.
3. Conduct a space needs study to determine the ultimate layout of the new center including site development.
4. Develop a request for proposals process to select non-profit partners to co-locate in the new center.
5. Coordinate an acceptable procurement method and construction contract.
6. Account for all project estimates and costs.
7. Assist with organizing property management and building commissioning.

C. Role of Developer Partner(s) The responsibilities of the selected developer may include, but are not limited to, the following:

1. Undertake pre-development activities including environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis, rezoning (if necessary), market analysis, and financial feasibility.
2. Develop architectural plans consistent with federal, state and local guidelines, and obtain all necessary approvals and permits.
3. Develop and manage an implementation schedule.
4. Develop and maintain all design and construction estimates, including a Guaranteed Maximum Price (GMP).
5. Coordinate all development activities, including reporting and budget requirements, with the Unified Government as well as building permit and site plan approvals as needed.
6. Propose a general management structure for the new center, prepare a management plan for the Development.
7. Oversee construction and ensure completion in a timely manner.

The team should include an experienced developer of multi-use facilities (or consultant providing technical assistance aid in construction or strengthen the capacity of the developer) and include the following: (1) a general contractor with applicable licenses and demonstrated financial capability; (2) an architect registered in Kansas with mixed use design experience, and (3) a management agent with experience in managing mixed use facilities.

The developer may perform any of these functions, if qualified.

#### **IV. Selection Criteria**

Respondents will be selected based on experience and expertise in the following areas:

1. Related Experience and References for Similar Projects
  - a. Development, construction, and operation of a multipurpose center including facilities for congregate meals, office spaces, meeting rooms, and potentially showers and overnight temporary housing for warming shelters.
2. Project Team Members (include applicable resumes)
3. Project Approach
  - a. Conducting space needs analysis involving multiple agency users;
  - b. Developing conceptual building layouts and elevations, and conceptual and final site plans;
  - c. Managing the planning approval process; and
  - d. Overseeing and administering the construction program.
4. Managing to the available budget.

V. Attachments

Attachment A – Drawing of Wilhemina Gill Service Center

Attachment B – Aerial View of Wilhemina Gill Service Center

Attachment C – Signature Page

Attachment D – General Contractual Provisions – Exhibit A

Attachment E – Example Professional Services Agreement

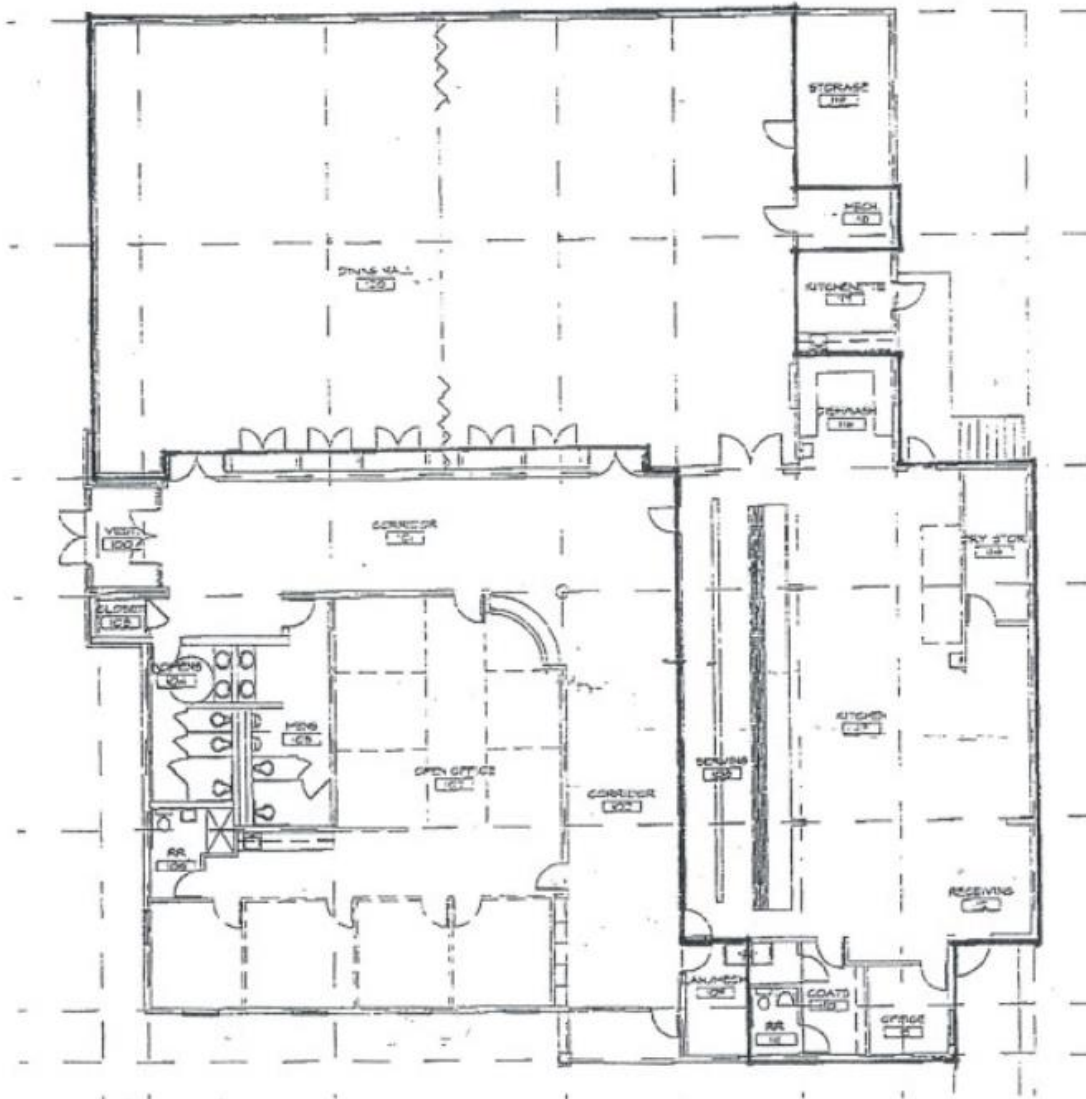
Attachment F – Exhibit E Federal Contract & ARPA Requirements

Attachment G – Exhibit F Federal Lobbying Certification

# ATTACHMENT A

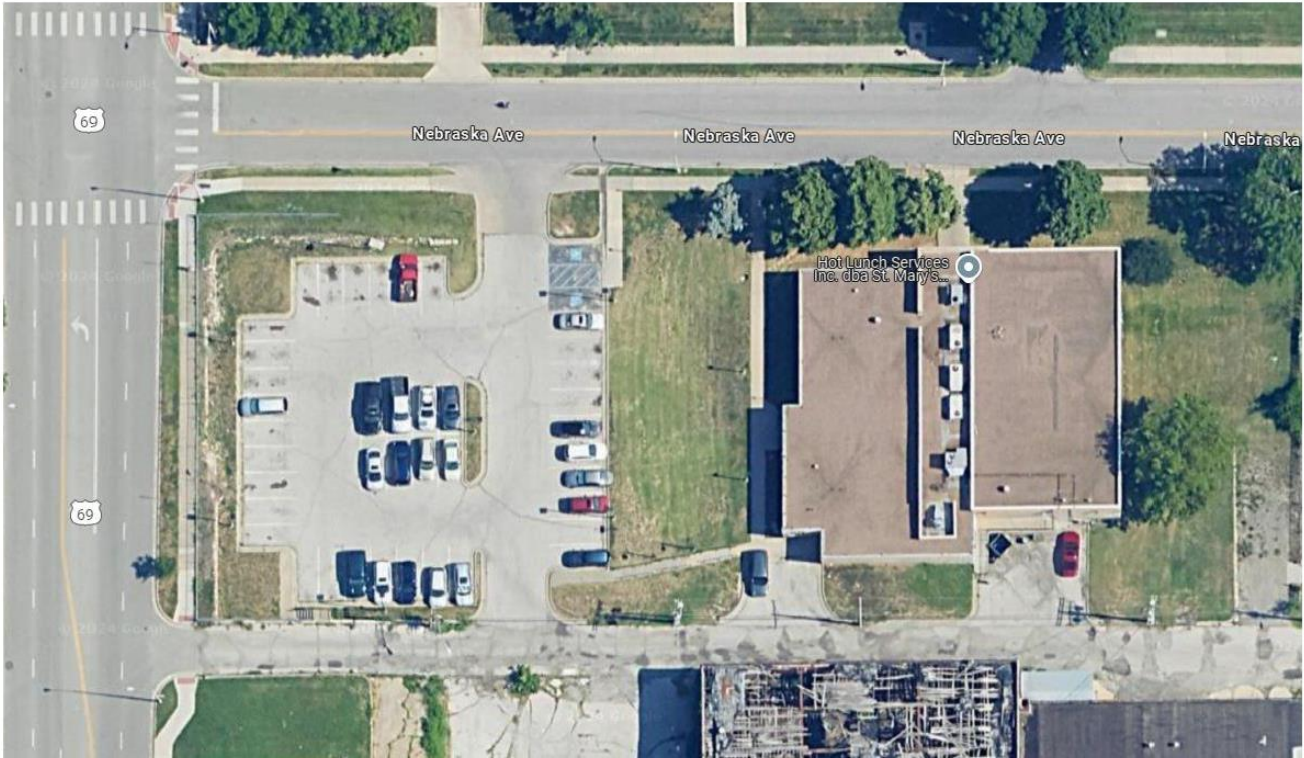
## Drawing of Wilhelmina Gill Service Center

10,780 SF - Total Building



**ATTACHMENT B**  
**Aerial View of Wilhelmina Gill Service Center**

**Will Gill Center – Aerial View**



### **Attachment C - Signature Page**

By submission of this response, the undersigned certifies that the she/he has the full authority to execute documents on behalf of the responding firm and that the firm agrees to perform under the contract if awarded as the result, or on the basis of, the attached response.

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

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

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

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

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

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

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

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

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

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

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

# ATTACHMENT D

## EXHIBIT A

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

Important: This form contains mandatory contract provisions for the Unified Government of Wyandotte County/Kansas City, Kansas hereinafter "the Unified Government") and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor-contractor's standard contract form, then that form must be altered to contain the following provision:

“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 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. **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 and Affirmative Action.**
  - 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 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. 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 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.

**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 shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
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.

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# ATTACHMENT E

## EXAMPLE

### PROFESSIONAL SERVICE [AND BUSINESS ASSOCIATE] AGREEMENT

**THIS AGREEMENT** made as of \_\_\_\_\_, 202\_\_ between the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government"), and **PROVIDER**, ("Provider"), collectively known as "the Parties".

**WHEREAS**, the Unified Government is in need of **DESCRIPTION OF SERVICE TO BE PROVIDED** to be funded **by/through FUNDING SOURCE**; and

**WHEREAS**, Provider represents that it has sufficient experience and qualified personnel to perform, and the Unified Government desires Provider to perform, the professional services herein described; and

**NOW, THEREFORE**, the Unified Government and Provider, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by Provider and the payment for those services by the Unified Government as set forth below.

#### ARTICLE I

##### Scope of Services

Provider shall perform for the Unified Government the following professional services:

[INSERT SERVICES TO BE PROVIDED HERE, including required trainings or meetings; refer to any required exhibits]

#### ARTICLE II

##### Reporting

[INSERT ANY REPORTING AND RECORD KEEPING REQUIREMENTS HERE, including program evaluation, service outcomes, financial reports, etc.]

##### Compensation

**EXAMPLE:** The Unified Government shall pay Provider costs and expenses on a monthly basis, provided that the total contract amount shall not exceed \$\_\_\_\_\_ for the entire term of the Agreement. Once the Unified Government has paid Provider the maximum contract price of \$\_\_\_\_\_, this Agreement will terminate, even if the Agreement term has not run.

#### ARTICLE III

**Term**

This Agreement shall commence on \_\_\_\_\_, 202\_\_ and shall terminate on \_\_\_\_\_, 202\_\_, unless terminated or renewed sooner as provided in Articles II and V. If the provider has complied with all the terms and conditions of this Agreement the parties shall have the option to renew the contract, in writing, for up to **two additional** one-year terms.

**ARTICLE IV**

**Provider's Responsibilities**

In addition to the services identified in Article I "Scope of Services" Provider shall also do the following:

1. Comply with provisions found in Exhibit A, General Contractual Provisions, which is attached hereto are hereby incorporated in this contract and made a part hereof.
2. Maintain throughout the duration of this contract insurance in the following amounts and will, upon request of the Unified Government, furnish copy of certification thereof:
  - (a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
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Employers' Liability	Statutory
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- (b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
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	\$500,000 each accident
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Property Damage	\$500,000 each occurrence
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- (c) Comprehensive General Liability

Bodily Injury	\$1,000,000 each person
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	\$1,000,000 each accident
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Property Damage	\$1,000,000 each occurrence
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Provider shall maintain Professional Liability Insurance in an amount of \$1,000,000 and provide Unified Government with certification thereof upon request.

3. Employ only persons qualified to efficiently perform the obligations and duties of the Provider under this Agreement.
4. **[OPTIONAL]** Comply with all federal and state laws and regulations governing the safeguard of confidential consumer information. Provider shall not disclose any such information to any party

other than Unified Government [or STATE AGENCY], without consumer's, Unified Government's, and State's prior written authorization specifying that the information is releasable. For the purpose of this Agreement, all information, records, data, and data elements collected and maintained during the operation of the Agreement and pertaining to consumers referred to Provider under this Agreement shall be protected by Provider from unauthorized disclosure. Provider further promises to protect any privilege between Provider and any consumer existing under state law or licensing regulations, except upon written authorization by the consumer to disclose information or upon court order.

## ARTICLE V

### Notices Under the Agreement

All notices required under this Agreement shall be in writing and shall be directed to the other party at its address set forth below or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received five days after to such mailing to:

**Unified Government**  
Or **DEPARTMENT:**

**DEPARTMENT**  
**DEPARTMENT ADDRESS**  
Kansas City, Kansas 6610\_\_

**With a copy to:**

Unified Government Legal Department  
701 N. 7th Street, 9th Floor  
Kansas City, Kansas 66101  
LegalDiv@wycokck.org

**Provider:**

**CONTACT PERSON**  
**COMPANY/ORGANIZATION NAME**  
**STREET ADDRESS**  
**CITY, STATE, ZIP**  
**EMAIL**

# ATTACHMENT F

## Exhibit E:

### Federal Contract & ARPA Requirements

The following terms and conditions apply subrecipients of the Unified Government and all subrecipients of subrecipients of the Unified Government and all contractors or vendors hired by Subrecipient, according to the Unified Government's Award Terms and Conditions, by ARPA and its implementing regulations, and as established by the Treasury Department.

1. **Equal Opportunity.** Subrecipient shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Minority and Women Business Enterprises (if applicable to this Contract)**  
Subrecipient hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, Subrecipient hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
  - a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
  - b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
  - c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business and women's business enterprises;
  - d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
  - e) Using the services and assistance of the Small Business Administration and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
  - f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a) through e), above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, Subrecipient is required to verify that none of its principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) Subrecipient must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the Unified Government. If it is later determined that Subrecipient did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Unified Government, the Federal Government may pursue available remedies, including

but not limited to suspension and/or debarment. (D) Subrecipient agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, (Applies to all purchases.)**  
Subrecipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Subrecipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

\*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\*

5. **Access to Records, (applies to all purchases.)**
  - A. Subrecipient agrees to provide the Unified Government, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
  - B. Subrecipient agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
  - C. No language in this Agreement is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement,**  
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)**  
Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- A. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- C. Subrecipient agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Unified Government and understands and agrees that the Unified Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- D. Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Subrecipient is prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
  - 2. Extend or renew a contract to procure or obtain; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
- I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - III. Telecommunications or video surveillance equipment or services produced or ~~proc~~ by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**10. Buy USA - Domestic Preference for certain procurements using federal funds.**

Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of ~~any~~ occurred in the United States.
- 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11. Procurement of Recovered Materials:** (applies only if the work involves the use of materials)

- A. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- I. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - II. Meeting contract performance requirements; or
  - III. At a reasonable price.
- B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**12. Publications.**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**13. Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented, or personally owned vehicles.

**14. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

**Additional Federal Regulations Applicable to ARPA (is hereby incorporated by reference):**

1. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200**, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. **Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25**, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
3. **Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170**, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. **OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180**, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. **Recipient Integrity and Performance Matters**, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. **Governmentwide Requirements for Drug-Free Workplace**, 31 C.F.R. Part 20.
7. **New Restrictions on Lobbying**, 31 C.F.R. Part 21.

8. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970** (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. **Generally applicable federal environmental laws and regulations.**

**Statutes and regulations prohibiting discrimination applicable to ARPA awards include, without limitation, the following:**

1. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)** and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)**, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)**, and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. **Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

# ATTACHMENT G

## Exhibit F

### Federal Lobbying Certification

*This form is required to be signed by Subrecipient and must be signed by all contractors of Subrecipient only for purchases of more than \$100,000*

#### 31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#). "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Subrecipient's authorized official

\_\_\_\_\_  
Print name and title of person signing above