



Request for Qualifications N41290

Medical Director Services for Kansas City, Kansas Fire Department

Date of Request: December 12, 2024

Response Due By: December 27, 2024, 3:00 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
Phone: 913-573-5465
sreed@wycokck.org



SOLICITATION

REQUEST FOR QUALIFICATIONS

Medical Director Services for Kansas City, Kansas Fire Department

PURPOSE

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking Statement of Qualifications from professional and qualified individual to provide Medical Director Services to The Unified Government Kansas City, Kansas Fire Department. Qualified submitters will be licensed as a physician in the State of Kansas, be in good standing with the Kansas State Medical Board and possess a current Drug Enforcement Agency (DEA) license.

The Unified Government Kansas City, Kansas Fire Department plans to award to a single provider in order to arrive at the best value and consistency for our organization. The successful provider will serve to provide Medical Direction to the Unified Government Kansas City, Kansas Fire Department. The selected provider will be required to enter into a professional services agreement with the Unified Government of Wyandotte County/Kansas City, and to carry liability, medical malpractice and other applicable insurances as specified by The Unified Government of Wyandotte County/Kansas City, Kansas.

Request for Qualifications does not guarantee the Unified Government will award for such services. All information provided by respondents shall be at no cost and without obligation to the Unified Government.

FOR ANY QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS PLEASE

CONTACT: **SHARON REED** in writing via email sreed@wycokck.org .

HISTORY

The Unified Government Fire Department is committed to serving the community by protecting life, property, and the environment through prevention and response. The Unified Government Fire Department is a high-volume, high-performance, full-service fire department responding to about 35,700 calls for service each year from 18 fire stations.

RELEVANT STATUTORY PROVISIONS

- KSA 65-6133 authorizes the governing body of any municipality to establish, operate and maintain an emergency medical service or ambulance service for the purpose of furnishing emergency medical services or ambulance services within or without the boundaries of the municipality
- KSA 65-6126 requires each emergency medical service so established to have a medical director to provide medical oversight
- KSA 65-16127 requires any first responder agency that elects to provide emergency opioid antagonist to its employees or volunteers to procure the services of a physician to serve as a physician medical director for such program

QUALIFICATIONS

To optimize medical direction of all out-of-hospital emergency medical services, these services should be managed by a physician who can demonstrate the following:

- Provide medical direction and oversight to the Emergency Medical Service as has been historically provided and as defined by KSA 65-6126 et seq and Kansas Administrative Regulations, Article 109 et seq.
 - review, approve and monitor the activities, competency and education of their emergency medical service providers
 - be available for teaching assignments and to discuss quality assurance / quality control issues with EMS care providers
 - Hold reasonable office hours (to average 8 hours per week for 40 weeks per year, not less than 320 KCKFD office hours per year).
- Keep the Chief and the Fire Dep't and the EMS Division Chief regularly advised of the progress of all assignments and the status of the EMS, including monitoring all aspects of the system performance, including clinical quality and response time performance and protocols.
- Provide quality improvement reports to the Chief of the Fire Department and the EMS Division Chief.
- Suggest changes and improvements to the System.
- If requested, advise the UG Board of Commissioners on issues related to the EMS.
- Act as a liaison with regional and statewide EMS physician groups
- Maintain continuing education and training in the area of emergency medicine and transport and stay current with all issues and standards in emergency medicine and transport.
- Act as Medical Director of the Unified Government's opioid antagonist program by among other things:
 - Obtaining a supply of emergency opioid antagonists
 - Receiving assistance developing necessary policies and procedures that comply with KSA Section 65-16127, and any rules and regulations adopted thereunder
 - Training personnel
 - Coordinating agency activities with local emergency ambulance services and medical directors to provide quality assurance activities
 - Obtain and maintain an insurance policy with a company acceptable to the Unified Government that provides for "emergency medical services medical director

professional liability and errors and omissions claims made and reported insurance" for the responsibilities as Medical Director to the Unified Government's EMS for every year of the contract, with coverage of on less than \$1,000,000 per claim and \$3,000,000 aggregate.

- The UG shall reimburse the Medical Director for the actual cost of the insurance required after submission to the UG of an invoice for such insurance.

SUBMITTALS REQUIREMENTS

All proposals shall include the following information, organized as separate sections and must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point with one-inch margins, printed double-sided, and bound on the long side. One (1) USB Flash Drive containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided. The proposal should be concise and to the point.

The proposal must be signed by its authorized representative who shall have the authority to legally bind the Respondent(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following the Unified Government's receipt of such proposal and the award of the contract.

- I. Respondent Identification: Provide the name of the group/individual, the principal place of business, the name and telephone number of the contact person.
- II. Respondent's Key Personnel: Provide a list of key personnel who will play a role in the project. Include a biography that includes education, certifications, experience and qualifications, and at least three (3) municipal references, if applicable.
- III. Cost Proposal:
 - a. Provide the basic fee(s), which you propose to charge for the services requested, with detailed itemization as necessary.
 - b. The fee(s) may be stated as a monthly payment, or a "lump" sum, or a flat "per service" charge, or any combination thereof.

Contract

The successful Respondent will be awarded a five (5) year non-exclusive contract starting 1/1/2025, with the option to renew upon mutual agreement of the parties for up to two (2) additional one (1) year terms. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to contract any services awarded under this Request for Qualifications to other Respondent's at its sole discretion whenever it deems necessary. During the term of agreement, there shall be a quarterly review of the performance of Respondent and the Unified Government's interest in continuing the agreement.

Evaluation of Qualifications

The Request for Qualification evaluation factors, not listed in order of relative importance, may consist of the following

- Experience and Qualifications.
- Past Performance/References
- Cost

Respondents shall include sufficient information to allow the selection committee to thoroughly evaluate qualifications. Each submission shall be evaluated and ranked by the selection committee.

Proposed Project Schedule

Dates	Event
December 12, 2024	Distribution of RFQ
December 17, 2024	Deadline for respondents to submit written questions (1:00 p.m., CST)
December 18, 2024	Deadline for answering questions from respondents will be provided (2:00 p.m., CST)
December 27, 2024	Responses due before 3:00 p.m., CST
December 30, 2024	Notice of Award
January 1, 2025	Contract Start Date

The listed dates in the "Estimated Project Timetable & Contract Term" are tentative and subject to change at the Unified Government's sole discretion. The Unified Government reserves the right to change or extend any and all dates. The Unified Government reserves the right to schedule interviews with those candidates it deems to be most qualified.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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

All respondents must submit a complete proposal that includes the following: Signature page, Debarment, Intent to Self-Perform and No Response Form as Attachments A, B, C, and D on the Unified Government's e-procurement site which can be accessed at:

<https://purchasing.wycokck.org/eProcurement>

If respondent has not previously done so, please register to do business with the Unified Government at the website mentioned above, this is a requirement for participating in the Request for Qualifications process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time of at least **TWO (2) days** prior to the response deadline to begin the uploading process and to finalize your submission.

Request for Qualifications Key Points

- Read the RFQ in its entirety. Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- Note the name, address, phone numbers and e-mail address of the “Designated Contact(s)”, i.e., the only individual(s) you are allowed to contact regarding this RFQ — as specified in instructions.
- All Addendums, clarifications, and Respondent questions with the Unified Government responses and any announcements relating to this Request for Qualifications will be publicly available on the Procurement and Contract Compliance’s website at <https://purchasing.wycokck.org/eProcurement>
- It is the Respondent’s responsibility to check the Unified Governments e-Procurement web site periodically for any updates. All information must be incorporated into the Respondent’s proposals. Failure to include this information in your proposal may result in disqualification.
- Take advantage of the question-and-answer period. Submit your questions to the Designated Contact by the date listed in the Proposed Project Schedules.
- Review the RFQ document and your proposal. Make sure all requirements are addressed, and all copies are identical and complete.
- Submit your proposal on time. Proposals received after the date and time listed in the Proposed Project Schedule will not be considered for award.

EXHIBIT A

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

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 original, 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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_____ agrees with these terms and conditions listed above.

By: _____

Date

Title: _____

ATTACHMENTS

- 1) Signature Page - Attachment A
- 2) Debarment - Attachment B
- 3) Intent to Self-Perform – Attachment C
- 4) No Response Form – Attachment D

Attachment A - Signature Page

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

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

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the proposals are valid for a period of 90 days.



Attachment B
DEPARTMENT OF PROCUREMENT & CONTRACT
COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR
SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$50,001. 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

For Office Use Only: Bid _____	RFQ _____	P.O. # _____
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Attachment C
Intent to Self -Perform

Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Bidder agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Sign _____

Date _____

NO RESPONSE FORM – Attachment D

If you choose not to submit a response, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Sharon Reed Telephone: (913) 573-5465 Return by Fax: (913) 573-5444

Due Date: 12/27/2024

Number: N41284

Description: Board of Commission Strategic Planning Retreat

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the Unified Government of Wyandotte County.
- 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name: _____ Supplier No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____