



Request for Qualifications N41388

Quindaro Ruins Master Plan

Date of Request: January 30, 2025

Response Due By: February 20, 2025, 2:00 PM, CST

Written responses and requests for information should be directed to:

Teresa Houchins
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Phone: 913-573-5244
thouchins@wycokck.org



SOLICITATION

REQUEST FOR QUALIFICATIONS

Quindaro Ruins Master Plan

PURPOSE

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking Statement of Qualifications from professional and qualified individual to provide the purpose of creating the Quindaro Ruins Master Plan.

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 QUESTION REGARDING THIS REQUEST FOR QUALIFICATIONS, PLEASE CONTACT: **Teresa Houchins** in writing via email thouchins@wycokck.org

HISTORY

In 1856, Charles Robinson proposed a free-state development in the Kansas Territory, north of the City of Wyandot on the Missouri River. Named Quindaro, meaning “in union there is strength”, the settlement served as a safe port of entry for like-minded settlers; many other ports along that of the Missouri River were controlled by pro-slavery interests. As a station on the Underground Railroad, the townsite was not only an integral part of the resistance to stop the westward spread of slavery but was the first free soil that many formerly enslaved people ever reached, earning Quindaro the moniker “Gateway to Freedom”. At one time, Quindaro Township held the largest Underground Railroad network in the United States.

Construction of the new town would begin in 1857 with a store, sawmill, four-story Quindaro House hotel, churches, and wharf with ferry service. By mid-1857 the Quindaro Chindowan newspaper reported a population of 600 people, including a free Black population, and 100 buildings – 20 of which were stone-constructed – which included an assortment of hardware, dry

good, grocery, and clothing stores, a blacksmith, wagon shop, livery stable, doctors, lawyers, and carpenters.

The financial panic of 1857-58 affected Quindaro's rapid growth and progress faltered. Quindaro's fortunes shifted during the Civil War as it emptied of white settlers while formerly enslaved African Americans made their way from Missouri to the near-deserted city. Regardless, financial collapse enveloped Quindaro as quickly as its rise, by the early 1870s much of the town was largely abandoned, and buildings began to fall. While not completely abandoned, Quindaro instead transitioned from a frontier town to an African American refugee settlement. One of these African American families, the Reverend Eben Blachly and his wife started a school for Black children which evolved in 1867 to become Freedman's University under the authority of the Presbyterian Church. The African Methodist Episcopal Church took over the school in 1881 and renamed it Western University.

Today, the Townsite is essentially an archaeological site with only ruins of building foundations left to provide visual testament to what once was the Quindaro settlement. The Quindaro and Western University Historic District was added to the local Kansas City historic register in 1983 and to the National Register of Historic Places in 2002.

While the Townsite is open to visitors, it is currently not under an active site management program that secures the site from the potential loss of the remaining ruins and artifacts, and ensures adequate conservation measures are in place and interprets the site in ways that visitors can understand the significance of the Quindaro settlement. Most importantly, that management program must have a permanent stewardship entity that can oversee its conservation and protection, ensuring that the "Gateway to Freedom" can enter the 21st century and will be preserved for generations to come.

QUALIFICATIONS

In order for their offers to be considered responsive, offerors must meet these minimum prior experience requirements:

1. Experience in older areas is preferred. Specifically, the team must have senior staff members that have prepared historic preservation plans. A background in historic preservation plans for nineteenth century archeological sites, especially such sites that are both located in close proximity to urban residential areas and that have experienced decades of neglect and insufficient maintenance, is highly welcomed;
2. The team must also have worked with areas that have experienced significant disinvestment, blight, industrial land remediation, industrial/residential buffering issues and conflicts, and eighty- or more year-old housing and infrastructure. The consultant team must demonstrate that the individuals referenced above represent at least 50 percent of the total hours on the project. This will be a contract requirement and will be measured at the conclusion of the project prior to the final ten (10) percent of funds being dispersed;

3. The offeror must possess a strong understanding of grassroots economic development strategies that focus on historic preservation, appropriate infill development, and disadvantaged communities;
4. Demonstration of a clear vision of urban design principles and strategies that shapes the social, built, and natural environments through development that creates lasting, long-term value, has a restorative relationship with nature and enhances the heritage of the community;
5. The principal team members must have experience developing strategies that have resulted in more resilient communities. Moving beyond sustainability, experience that demonstrates a regenerative approach to planning is preferred;
6. The historic preservation plans referenced above must have resulted in catalytic redevelopment, increased economic activity, and sustained positive improvement of neighborhood prosperity. Most importantly, these past experiences and planning efforts must demonstrate how the principals of equity, inclusion, and access have “moved the needle” for the most vulnerable in the community;
7. The consultant team should have experience dealing with floodplain and stormwater issues. Riverfront redevelopment and public access experience is preferred;
8. The principal offeror must have significant experience in the development and facilitation of planning processes and the successful adoption and implementation of those plans;
9. The offeror must have significant experience in public involvement strategies that successfully engage diverse communities, including areas heavily populated by minorities, non-English speakers, urban disadvantaged, and disenfranchised and other hard-to-reach individuals;
10. Demonstrated fluency in Spanish by one (1) or more team members would be advantageous; and,
11. Strong graphics, branding, messaging, and rendering capabilities to assist in the illustration of the neighborhood’s vision of its future.

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

SCOPE OF WORK

The County Administrator’s Office is soliciting qualifications for a designated Quindaro Ruins Master Plan. The area affected is provided in **ATTACHMENT 1**. The goal of the proposal is to create a single master plan that will serve as the primary future land use and redevelopment guide for the Quindaro Ruins Project area, while both incorporating previous master plans associated with

the area and fitting into the broader economic development strategies for the eastern portion of Wyandotte County.

The master plan should be developed in a manner that anticipates and can incorporate a future national historic trail designation by the National Trails System, ADA-compliant features, and interpretive and/or interactive trail material to inform the public of the history of the Quindaro settlement. Its perpetual role as a port of travel and trade for indigenous communities along the lower Missouri River, its significance as the first free soil for enslaved people traveling on the Underground Railroad, its testament to American values as a free settlement where freed people, Black and White abolitionist, and members of the Wyandotte tribe comingled and prospered, and its location as the home to Western University and the generations of Black students who were educated within its halls.

The Quindaro Ruins Master Plan is to be created within the context of broader economic redevelopment strategies and activities – planned and ongoing – for eastern Wyandotte County (here defined as the portion of the county east of Interstate-635) as well as the pre-defined portion of land within the Quindaro Ruins Project that is west of Interstate-635. Within eastern Wyandotte County, specific areas of Kansas City, Kansas, and the historic neighborhoods of Armourdale, Strawberry Hill, and Russian Hill.

DELIVERABLES

The offeror will be required to provide the following deliverables:

1. Primarily, to address public land, UG-owned property, and rights-of-way within the Quindaro Ruins Project site through the following actions:
 - a) Unify all existing master plans incorporating the Quindaro Ruins Project site. In this deliverable, emphasis will be placed on the master plans that have been subject to public comment.
 - b) Consolidate, update, and add to the analysis and recommendations featured in the aforementioned existing plans.
 - c) Create a framework of future use for UG-owned properties and public rights-of-way to further the historic, cultural, economic and social assts of the Quindaro Ruins. Features of the framework should include:
 - i. An education/interpretive center;
 - ii. A museum;
 - iii. A rehabilitation plan for the historic location of the Quindaro port on the Missouri River;
 - iv. A trail plan that ties local trails and walking paths together, steps to incorporate into the National Trails System, and an ongoing maintenance plan;
 - v. Support for the Vernon Center and the Quindaro Museum;
 - vi. Preservation grants, including grants for cemeteries.
2. Secondly, to address all privately-owned, non-UG property within the Quindaro Ruins Project site through the following actions:
 - a) Review all non-municipally issued master plans, such as plans created by private landowners, to the extent that access to such plans is provided.

- b) Create a complementary framework of future use which privately owned (non-UG) properties can be incorporated into the future use and redevelopment of the Quindaro Ruins.

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. 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 twelve (12) month contract following the date of the contract. 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

- *How well has the Offeror demonstrated a thorough understanding of the purpose of the scope of the project?*

- *How well has the Offeror identified pertinent issues and potential problems related to the project?*
- *How well has the Offeror demonstrated that they understand the deliverables the Unified Government expects it to provide?*
- *How well has the Offeror demonstrated that they understand the Unified Government's time schedule and can meet it?*
- *How well does the methodology depict a logical approach to fulfilling the requirements of the RFQ?*
- *How well does the methodology match and contribute to achieving the objectives and desired outcomes set out in the RFQ?*
- *How well does the methodology interface with the time schedule in the RFP?*
- *How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFQ?*
- *How well is accountability completely and clearly defined?*
- *Is the organization of the project team clear?*
- *How well does the management plan illustrate the lines of authority and communication?*
- *To what extent does the Offeror already have the hardware, equipment and licenses necessary to perform the contract?*
- *Is the proposal practical, feasible, and within budget?*
- *How well have any potential problems been identified?*
- *Do the individuals assigned to the project have experience on similar projects?*
- *Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?*
- *How extensive is the applicable education and experience of the personnel designated to work on the project?*
- *How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?*
- *How well has the Offeror demonstrated experience in completing similar projects on time and within budget?*
- *How successful in the general history of the Offeror regarding timely and successful completion of projects?*
- *Has the Offeror provided letters of reference from previous clients?*
- *How reasonable are the Offeror's cost estimates?*
- *If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?*
- *Costs will be considered in the evaluation process.*

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
January 30, 2025	Distribution of RFQ
February 10, 2025	Deadline for respondents to submit written questions (2:00 pm, CST)
February 12, 2025	Deadline for answering questions from respondents will be provided
February 20, 2025	Responses due before 5:00 p.m., CST
TBD	Interviews
TBD	Notice of Award

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

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

One (1) marked original and two (2) copies of your proposal along with a flash drive in .PDF format of the hardcopy submittal prior to the closing date and time. If components of the response, such as spreadsheet, pictures, charts, or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel (e.g., .xlsx) or Microsoft PowerPoint format (e.g., .pptx).

Your response, including Attachments 1 – 5 if applicable, should be delivered as follows:

Day and Date proposal is due: Thursday, February 20, 2025
 Time proposal is due: 2:00pm CST
 Send proposal to:

N41388 Quindaro Ruins Master Plan
 Unified Government of Wyandotte County/Kansas City, KS
 Department of Clerk’s Office
 701 N 7th Street, Suite 323

Kansas City KS 66101
Attention: Teresa Houchins

Below is an example of the information required on your proposal package.

You may use this as a label if you wish.

Unified Government of Wyandotte County/Kansas City, KS

Attn: Unified Government Clerks Office

701 N. 7th Street, Room 323

Kansas City, Kansas 66101

REQUEST FOR QUALIFICATIONS

QUINDARO RUINS MASTER PLAN FOR THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFQ N41388

OPENING DATE/TIME:

February 20, 2025 - 2:00 PM

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

Respondents may optionally submit a complete proposal that includes the following: Signature page, Debarment, Intent to Self-Perform and No Response Form as Attachment's 2, 3, and 4 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 Addenda, clarifications, 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 website at <https://purchasing.wycokck.org/eProcurement>
- It is the Respondent's responsibility to check the Unified Government's 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.

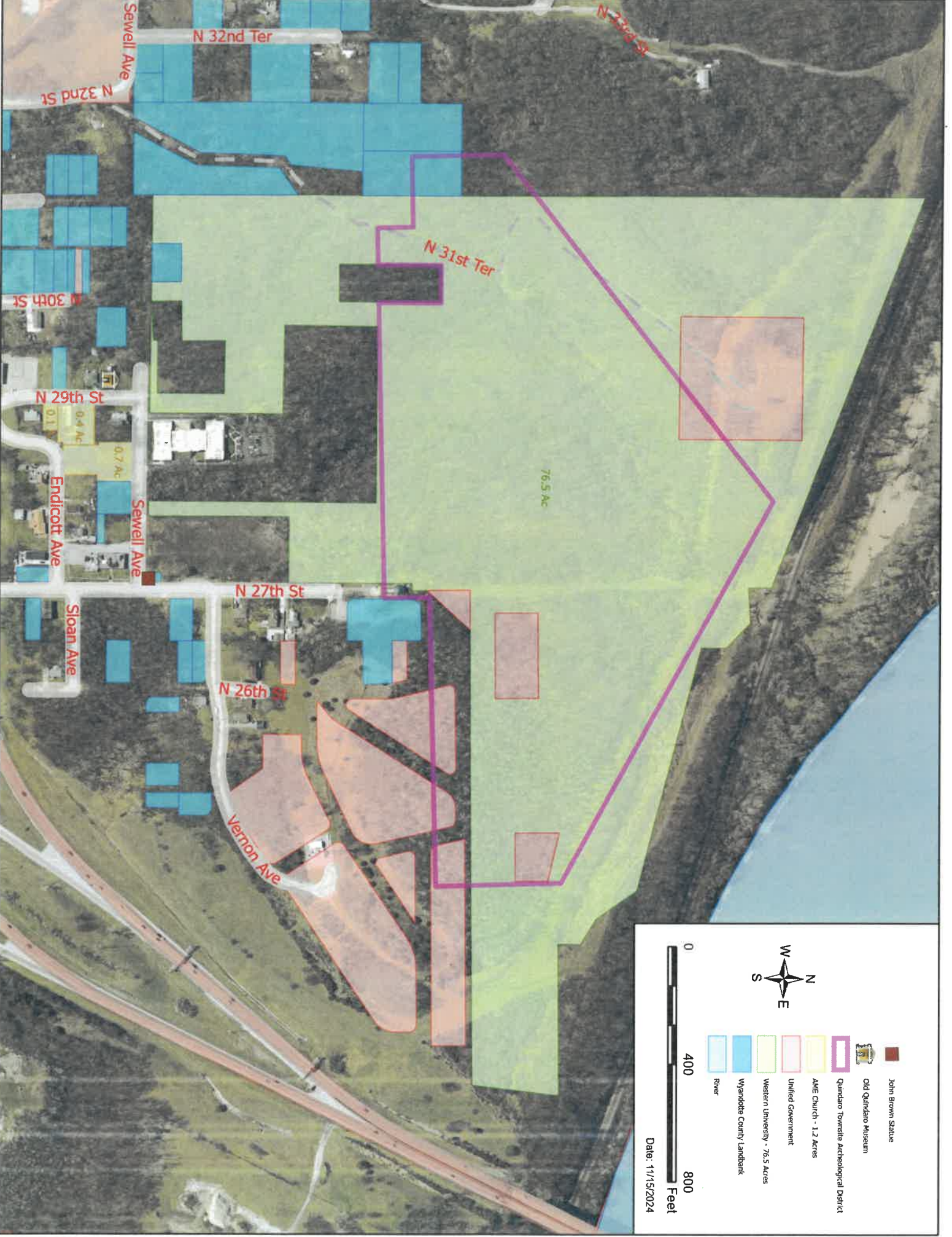
By: _____

Date

Title: _____

ATTACHMENTS

- 1) Quindaro Area Map – Attachment 1
- 2) Signature Page - Attachment 2
- 3) Debarment - Attachment 3
- 4) Intent to Self-Perform – Attachment 4
- 5) No Response Form – Attachment 5



0 400 800 Feet

Date: 11/15/2024

W
N
E
S

- John Brown Statue
- Old Quindaro Museum
- Quindaro Townsite Archeological District
- AME Church - 1.2 Acres
- Unified Government
- Western University - 76.5 Acres
- Wyandotte County Landbank
- River

Attachment 2 - 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 3
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 4
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 5

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: Teresa Houchins Telephone: (913) 573-5244 Return by Fax: (913) 573-5444

Due Date: 2/20/2025

Number: N41388

Description: Quindaro Ruins Master Plan

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.: _____