

# Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP #32174 For  
Downtown Kansas City, Kansas Commercial  
District & Historic Churches Multiple  
Property Documentation Form and  
Formation**

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**Article I. General Information**

**Section 1.01 Method of Source Selection**

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (“Unified Government” or “UG”) Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

**Section 1.02 Purpose**

The Unified Government Department of Planning and Urban Design is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of completing the designation and formation of an historic commercial district and a historic church multiple property documentation form in Downtown Kansas City, Kansas (“KCK”). See project area map under section

5.01 of this RFP.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government. This encouragement does not infer preference and all solicitations will be evaluated equally.

### ***Section 1.03 Existing Environment***

The Unified Government is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with 13 other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 2.1 million. The Cities of Kansas City, Kansas and Kansas City, Missouri ("KCMO") are separated by the Kansas-Missouri border and are independent of one another in all aspects.

### ***Section 1.04 Required Review***

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least 10 days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least 10 days before the time set for opening.

### ***Section 1.05 Protests and Appeals***

Any protest or appeal of the award of the agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

### ***Section 1.06 Inquiries - Clarifications***

Any questions regarding the Request for Proposal ("RFP") shall be directed in writing to the attention of the Procurement Officer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins [thouchins@wycokck.org](mailto:thouchins@wycokck.org) Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone at (913) 573-5244. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will determine the appropriate method to be used.

**Section 1.07 Amendments & Addendums**

Amendments and addendums will be made by addendum issued only to Offerors known to have the RFP.

**Section 1.08 Alternate Proposals**

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the Offeror submitting the proposal shall be required to perform all services as required by the specifications

**Section 1.09 Implied Requirements**

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the RFP, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

**Section 1.10 Project Timetable & Contract Term**

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Date	Event
September 14, 2021	Distribution of RFP
October 1, 2021	Last day for Offerors to submit written questions (Noon, CST)
October 8, 2021	Final day answers to questions from Offerors will be provided
October 11, 2021	Responses due before 2:00 p.m. CST
October 15, 2021	Short list Selection Committee
October 18, 2021	Interviews
October 22, 2021	Consultant Selection
August 31, 2022	Contract Complete

The length of the contract will be from the date of award and continue for a term length of up to 8 months with an expected completion and adoption date no later than August 31, 2022. The contract amount is \$51,000.

**Section 1.11 Location of Work**

The location(s) the work is to be performed is at various locations throughout Wyandotte County, Kansas, and specifically in the downtown area. The Unified Government anticipates work will be performed at the Offeror’s offices throughout the project area (see map under Section 5.01) and on-site in KCK.

**Section 1.12 Proposals and Presentation Costs**

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or

participation in any discussions or negotiations.

### **Section 1.13 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award ("NoA") is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

### **Section 1.14 Independent Contractor Relation**

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 agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

### **Section 1.15 Determination of Responsibility**

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

### **Section 1.16 Evaluation**

The Selection Committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offeror whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in Section 8 of this RFP.

### **Section 1.17 Equal Treatment**

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the request shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

### **Section 1.18 Award**

The contract shall be awarded in whole or in part to the responsible Offeror whose proposal is determined to be the most advantageous to the Unified Government, taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the Selection Committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

### **Section 1.19 Notification of Award**

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within 10 days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will **be provided by the Unified Government***).
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (*Form will **be provided by the Unified Government***).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Offeror will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.
- Contact the Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 628 or call (913) 573-5098 for information regarding compliance requirements.
- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified

Government and shall be executed by a surety company authorized to do business in the State of Kansas.

- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by contractors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County (*Form will be provided by the Unified Government*).

**Section 1.20 Right to Reject Proposals**

The Unified Government reserves the right without contest to accept or reject any proposals or alternate proposals. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other Offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or,
- Do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised RFP to Offerors at a later date or may choose to negotiate with those submitting proposals.

**Section 1.21 Mistakes in Proposals Discovered Prior to Award**

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government's Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and

submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

### ***Section 1.22 Mistakes in Proposals Discovered after Award***

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

### ***Section 1.23 Ownership of Reports, Drawings, Specifications, etc***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

## **Article II. Standard Proposal Information**

### ***Section 2.01 Authorized Signature***

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90 days from the opening date.

### ***Section 2.02 Pre-Proposal Conference***

There will be no pre-proposal conference for this RFP. All questions must be submitted in writing by September 30, 2021, at noon CST.

### ***Section 2.03 Supplemental Terms and Conditions***

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### ***Section 2.04 Discussions with Offerors***

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the Selection Committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held.

Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

## **Section 2.05     *Prior Experience***

A qualifying firm/proposal should demonstrate the following experience in their response:

1. Experience in older urban areas is highly preferred. Specifically, the team must have senior staff members that have prepared historic district nominations and Multiple Property Documentation Forms (MPDF). *The team must have worked with areas that have experienced significant disinvestment, blight, industrial land remediation, industrial/residential buffering 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 10 percent of funds being dispersed.
2. The historic commercial district nomination and MPDF referenced above must have resulted in catalytic redevelopment, increased economic activity, and sustained positive improvement of neighborhood prosperity. *Most importantly, these nominations must demonstrate how the principals of equity, inclusion, and access have “moved the needle” for the most vulnerable in the community.*
3. 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.*
4. The principal team members must have significant experience in the development and facilitation of planning processes and the *successful adoption and implementation* of those plans.
5. The consultant team 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 individuals.*
6. The consultant team must demonstrate *fluency* in several common languages of the area, specifically Spanish.
7. Strong understanding of grassroots economic development strategies that focus on *historic preservation, appropriate infill development, and disadvantaged communities.*
8. Strong graphics, branding, messaging, and rendering capabilities to assist in the *illustration of the neighborhood’s vision of its future.*

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

**Section 2.06 Evaluation of Proposals**

The Procurement Officer, or the Selection Committee, which is to be made up of the Procurement Officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 8 of this RFP. It is likely to include staff members from the Departments of Planning and Urban Design, Economic Development, Public Works, Community Development, Parks and Recreation, Neighborhood Resource Center (Livable Neighborhoods), and/or County Administration.

**Section 2.07 F.O.B. Point**

All goods purchased through this contract will be F.O.B (Free on Board/ Freight on Board) final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

**Section 2.08 Contract Negotiations**

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations.

**Section 2.09 Failure to Negotiate**

The Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror if the selected Offeror:

- Fails to provide the information required to begin negotiations in a timely manner;
- Fails to negotiate in good faith;
- Indicates they cannot perform the contract within the budgeted funds available for the project; or,
- After a good faith effort, simply cannot come to terms with the Unified Government.

The Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

**Article III. Standard Contract Information**

**Section 3.01 Contract Type**

This contract is a **Firm Fixed Price** contract.

**Section 3.02 Contract Approval**

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the Procurement Officer. Upon written notice to the Offeror, the Unified Government will set a start date for the contract. The Unified Government will not be responsible for

any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

**Section 3.03 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

**Section 3.04 Additional Terms and Conditions**

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**Section 3.05 Insurance Requirements**

The successful Offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful Offeror must secure the insurance coverage required by the Unified Government. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

The Offeror awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

- Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government or the BPU by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.
- The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.
- If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.
- The Offeror shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Offeror's negligence arising out of performance by the Offeror of the agreement.
- The Unified Government or the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured.

The following minimum coverage is required of Offerors providing services:

Coverage:

Limits of Liability:

Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000
Professional Liability	\$1,000,000

1. Additional Insured endorsement shall read exactly as follows:  
The Unified Government and/or the Board of Public Utilities, in the name of the Unified Government, shall be named as additional insured with respect to the work performed for the contract(s): RFP #, Downtown Historic District
  
2. Certificate Holder:  
Provide “RFP #, Downtown Historic District” in the “miscellaneous” area of certificate.  
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

**Section 3.06 Bid Bond - Performance Bond - Surety Deposit**

- (a) Bid Bond – Not Required
- (b) Performance Bond – Not Required
- (c) Surety Deposit – Not Required

**Section 3.07 Proposed Payment Procedures**

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Director of the Department of Planning and Urban Design (“Director”).

**Section 3.08 Proposed Payment Option**

A Virtual Payment Option is now available. If you would like to learn contact, Lonia Green, Accounts Payable, 913-573-5138.

**Section 3.09 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager. If performed, the scope of the debriefing will be limited to the work performed by the Offeror.

### **Section 3.10 Contract Personnel**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

### **Section 3.11 Contract Changes - Unanticipated Amendments**

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Director will provide the Offeror a written description of the additional work and request the Offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments Unified Government Procurement Code Regulation R7-101.

The Offeror will not commence additional work until the Director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

## **Article IV. Required Contractual Terms and Conditions**

### **Section 4.01 General Conditions**

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

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** OFFEROR 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.** OFFEROR 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. **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.

6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify OFFEROR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, OFFEROR shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** OFFEROR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. OFFEROR 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.

8. **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 OFFEROR 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 OFFEROR.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, OFFEROR 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.
10. **Equal Opportunity and Affirmative Action.**
  - a. OFFEROR shall observe the provisions of the Kansas Act 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. OFFEROR 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. OFFEROR 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. OFFEROR, in all solicitations or advertisements for employees placed by or on behalf of OFFEROR, 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. OFFEROR 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. OFFEROR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If OFFEROR 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 OFFEROR 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, OFFEROR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. OFFEROR 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. OFFEROR, 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.

## 11. **Representations.**

OFFEROR 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.
- 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.
12. **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.
13. **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.
14. **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.
15. **Termination for Default.** If OFFEROR 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 OFFEROR in writing of the delay or nonperformance and, if not cured in 10 days or any longer time specified in writing by the Procurement Officer, such officer may terminate OFFEROR 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 OFFEROR the costs and expenses and reasonable profit for services performed by OFFEROR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due OFFEROR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by OFFEROR because of the default.

Except with respect to defaults of subcontractors, OFFEROR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if OFFEROR 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, OFFEROR 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 OFFEROR to meet the contract requirements Upon request of OFFEROR, 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, OFFEROR'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 OFFEROR'S right to proceed under the provisions of this clause, it is determined for any reason that OFFEROR was not in default under the provisions of this

clause, and both the Unified Government and OFFEROR 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 OFFEROR will constitute a substantial breach of the Agreement and may result in termination of the agreement:

If OFFEROR is adjudged bankrupt or insolvent;

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

- 16. 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 OFFEROR specifying the part of the contract terminated and when termination becomes effective.*

Offeror shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination OFFEROR will stop work to the extent specified. The Procurement Officer shall pay OFFEROR the following amounts:

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

- 17. Disputes.** *All controversies between the Unified Government and OFFEROR 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 OFFEROR 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 OFFEROR may proceed as if an adverse decision had been received.*

The Procurement Officer shall immediately furnish a copy of the decision to OFFEROR 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 OFFEROR brings an action seeking judicial review of the decision in the Wyandotte County District Court.

OFFEROR 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 OFFEROR 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

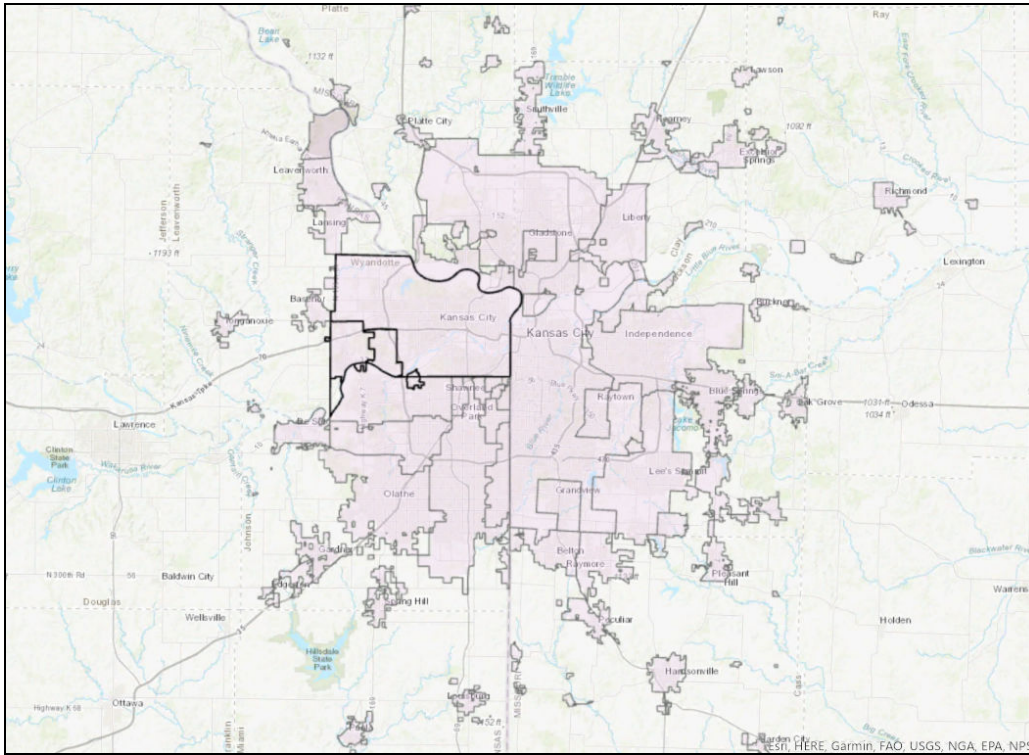
Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late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

- 18. 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 Offeror in connection with the work pursuant to this Agreement, shall be in the Unified Government.*
- 19. Availability of Records and Audit.** *OFFEROR 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. OFFEROR 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, OFFEROR 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.*

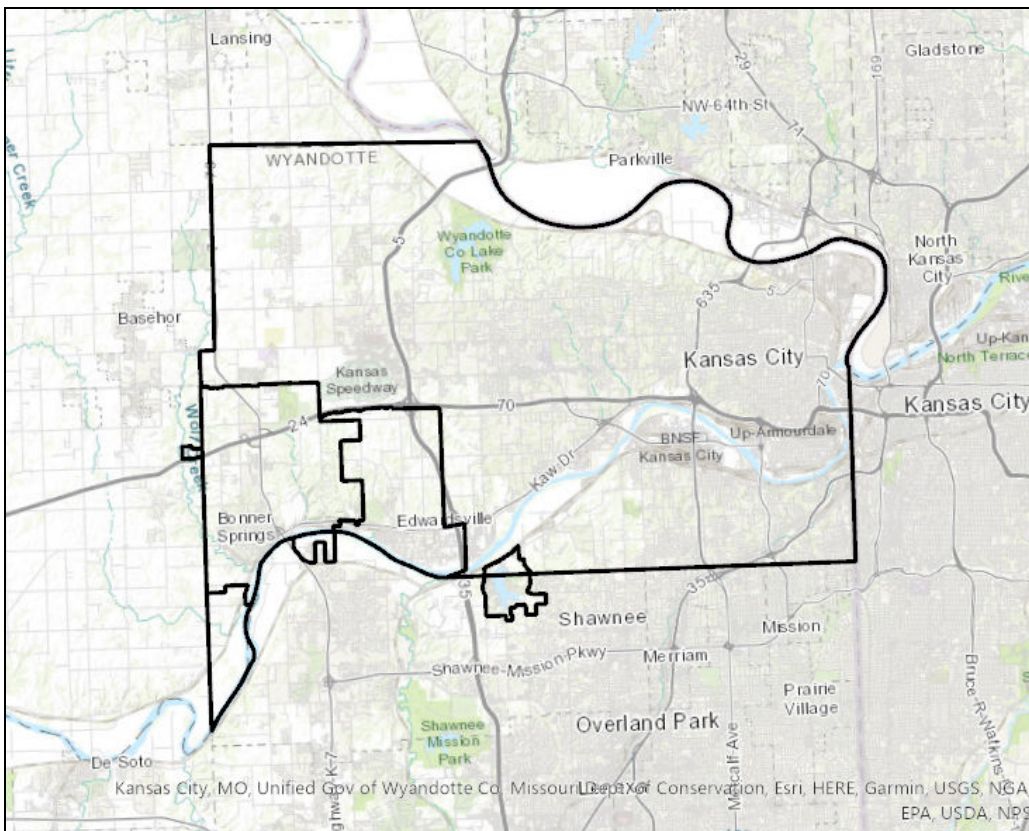
## **Article V. Background Information**

### ***Section 5.01 Background Information***

The proposed Downtown KCK Historic District project area is described as generally those of the Downtown Master Plan area, which is loosely from Washington Boulevard on the North to Sandusky Avenue to the South and I-70 to the East to 18<sup>th</sup> Street to the West. Downtown KCK was historically and continues to serve as the central business and government district, providing a place for the community and businesses to come together. In the past few decades, Downtown KCK has experienced a rapid decline in population and economic activity. The creation of a Commercial Historic District and Multiple Property Documentation Form will provide much needed support to encourage the revitalization, redevelopment and ultimately regeneration of this historically significant area.



Map of Kansas City Metro Area



Map of Wyandotte County and Kansas City, Kansas

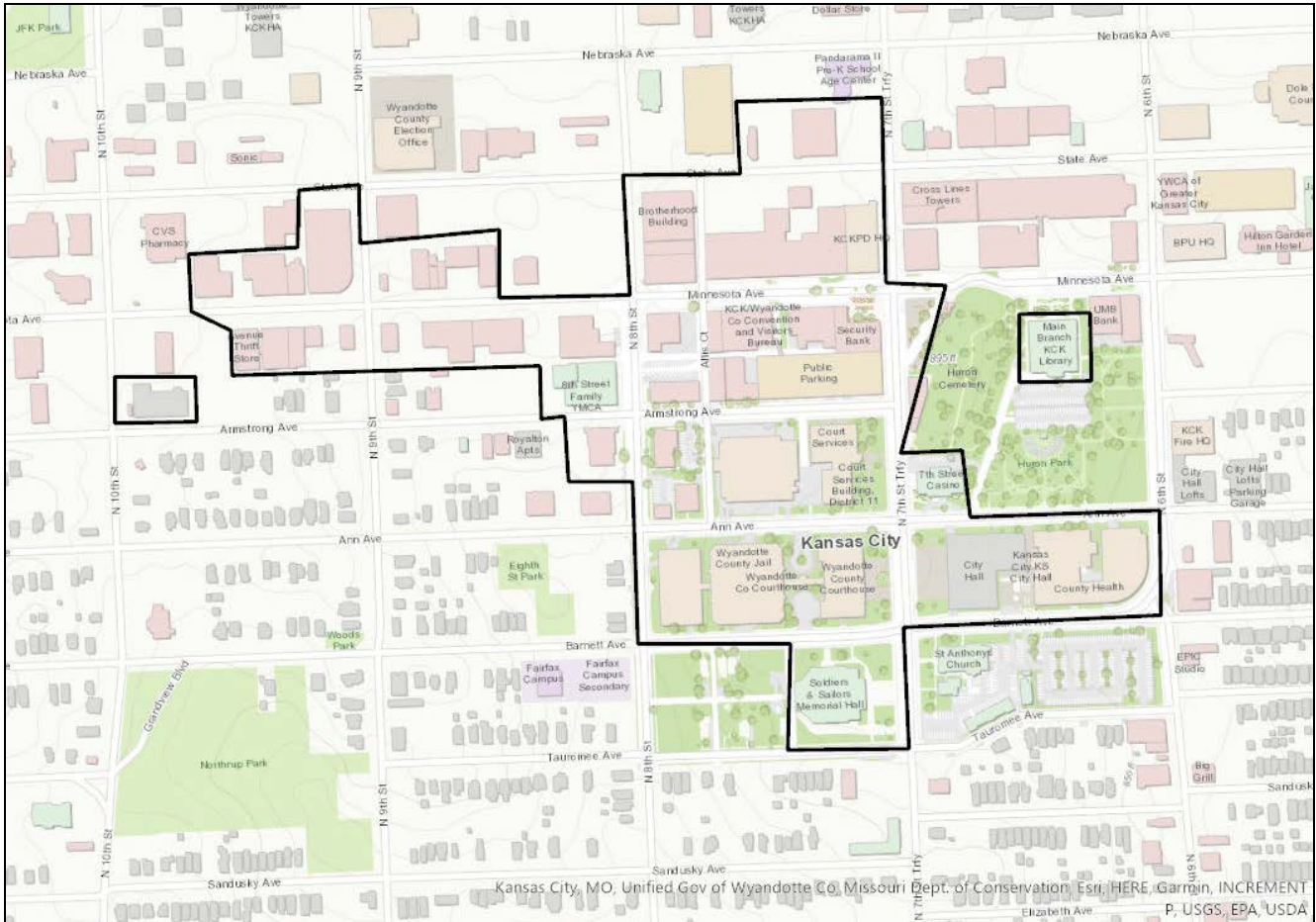
Kansas City, Kansas is settled in Wyandotte County in the northeast corner of the State of Kansas. Kansas City occupies a large area of Wyandotte County, attributing this growth to economic development over the last 100+ years. KCK is separated from Kansas City, Missouri by the Missouri and Kansas Rivers, as well as the Kansas-Missouri state line. Kansas City, Kansas was originally incorporated in 1872 from a grouping of several smaller cities, including Wyandotte, Quindaro, Armourdale, Riverview and Armstrong. The Unified Government of Wyandotte County and Kansas City, Kansas is a combined government that was officially formed after a unification process in 1997.

Wyandott City Town Company was established in 1856, surveyed in 1857 and renamed to Town of Wyandott, then established an unincorporated town government in 1858 under the name Wyandotte. Wyandotte annexed Riverview and Armstrong in 1881, and in 1886 Governor John A. Martin merged Wyandotte, Kansas City, and Armourdale to become a singular city called Kansas City, Kansas to compete with Kansas City, Missouri across the Missouri River.

Downtown Kansas City, Kansas became the commercial hub of the city largely in the late 1880s, experiencing significant growth in the 1890s and early twentieth century.<sup>i</sup> Residential areas were built surrounding the commercial district with churches along the perimeter.<sup>ii</sup> Downtown KCK saw times of booms and busts from early to mid-twentieth century, ending on an economic decline in the 1940s and 1950s, which spurred a series of urban renewal projects.<sup>iii</sup> One of these projects focused on boosting the downtown economy through encouraging businesses to open in the area.<sup>iv</sup> These urban renewal plans largely failed, driving away businesses from downtown and counter to their intended goals.

According the 2016 historical survey completed by Rosin Preservation for the Downtown Shareholders Neighborhood Business Revitalization (NBR) organization, and adopted by the UG Board of Commissioners, there are 265 buildings that make up the downtown area: 184 commercial, 18 domestic, 14 government, 11 education, 7 transportation, 5 recreation and culture, 5 religious facilities, 4 industry, 4 social, 4 healthcare, 3 funerary, 1 park, and 6 vacant.<sup>v</sup> One aspect of this project is an updated survey of the project area. Downtown KCK has many buildings landmarked at the local level, which would benefit from national designation status in continuing redevelopment efforts.

# Article VI. Project Scope



Map of Proposed Historic District as per 2016 survey

## Section 6.01 *Scope of Work*

Downtown KCK contains buildings and structures that speak to the impressive and varied history of the area. The UG is seeking proposals to fulfill the stated goals, objectives, and actions listed below. The intended goal is to create a more vibrant and inclusive Downtown KCK through the creation of the Commercial Historic District nomination and MPDF, which will create both better protections of buildings and new economic incentives for property owners, stakeholders and the broader community. Critical in this process is a community outreach and engagement effort that is based in the Community-Based Participatory Research (CBPR) approach, details of which can be found in the UG’s Public Involvement Plan (PIP).

1. An Update of the 2016 Survey

The consultant will include a review of the existing [survey](#), update the 2016 survey with changes or updates in survey best practices, and other survey tasks as confirmed with the [Kansas Historic Resources Inventory \(KHRI\) online database](#). Beyond the survey tasks outlined on the KHRI website, the consultants must provide recommendations beyond the two (2) nominations listed in this RFP. This can include structures or areas of

multiple buildings that are or will be eligible for historic designation at the state, national, or local levels. These recommendations will help the UG to create realistic development plans moving forward.

## 2. Survey Report

The consultant will conduct an analysis detailing findings in the survey update, especially as they relate to the historic designation nominations, data review, landscape assessment, and community input.

It is expected that the consultants engage with the community through active public outreach. The support of the downtown property owners and stakeholders is essential for the success of the Commercial Historic District and MPDF. Working with the community and creating a transparent relationship will ensure the realization of the historic nominations. Following best practices according to the Kansas State Historical Society, the consultants must identify property owners in Downtown KCK and make efforts to reach them for their support.

The UG created a PIP as a starting point for public outreach for all of its planning processes. Based on what the consultants find in the study and preliminary outreach, the public engagement plan can be revisited as needed.

## 3. Creation of a Commercial Historic District in Downtown Kansas City, Kansas

The findings of the 2016 survey recommended the commercial district of Downtown KCK be nominated as a historic district to State and National Registers. Following the creation and analysis of the updated survey, the consultant must verify the eligibility of the district for the historic nomination. This will include the creation and definition of a historic district boundary. Reaching out to the stakeholders and larger community will be essential for the success of this project. The creation of the nomination must comply with the National Register of Historic Places, and professional best practices.

## 4. Multiple Property Documentation Form of Local Churches

The findings of the 2016 survey recommended multiple historical churches to be nominated individually or as a multiple property listing. Following the creation and analysis of the updated survey, the consultants must verify the eligibility of these churches for historic nomination. It will be important for the consultants to reach out and connect with these communities for their support in this process. The creation of the MPDF must comply with the National Register of Historic Places, and professional best practices. It is expected that the consultant creates this MPDF for these historic churches, as well as 1-2 individual nominations produced under the MPDF.

### **Section 6.02 Deliverables**

The consultant will be required to provide the following deliverables:

1. Defined Work Plan and Project Schedule.
2. An outreach program that builds off of the Unified Government's PIP as a way to reach a majority of the property owners and stakeholders for input and ultimately their buy-in. This will

include information on the definition of a historic district, benefits of owning a house or business in a historic district, and responsibilities of the property owners and stakeholders. The outreach program must be in English, Spanish, and other languages if the need arises to reach the maximum amount of property owners, in particular those populations that are traditionally underrepresented or overlooked (e.g. non-English speakers, the elderly, youth, disabled, etc...). This includes the design and development of all potential outreach materials (e.g. flyers, postcards, website, surveys, ESRI storyboards, infographics, comic strips, renderings, logos, etc...).

3. An updated historic resource survey that informs the UG of potential historic district and individual nominations to the National Register of Historic Places. This will include an analysis of Downtown KCK buildings in terms of their historic, cultural and architectural significance, as well as each building's specific use, style, and type. It will also include a brief history of the area to provide context to the buildings and when they were built. This survey will largely build off the [2016 historic resource survey](#). It should include photos, maps, elevation, historical records, etc...
4. A Downtown KCK Commercial National Register Historic District completed with best practices as set forth by the U.S. Department of the Interior, National Parks Service, and the Kansas State Historical Society.
5. A Multiple Property Documentation Form (MPDF) with at least two (2) accompanying individual National Register nominations completed with best practices as set forth by the U.S. Department of the Interior, National Parks Service, and the Kansas State Historical Society.
6. Five (5) copies of all final plan documents, as well as one (1) digital copy of all source documents, including all their links in InDesign (or other document creator software), PDF and online formats.
7. Public Involvement Summary document, which will include a catalog of all materials, minutes of events and a tabulation of citizens engaged (i.e. sign-in sheets, online, interactives, social media, etc.).

The selected Offeror will leverage the local expertise of Unified Government staff in a collaborative fashion that utilizes their own experience with best practices outside of the Kansas City, Kansas region to build local and institutional capacity. The Offeror is expected to facilitate the process to create an engaging, dynamic, illustrative, and visual planning document that creates buy-in across Downtown KCK and the broader UG community and invites action both during and after the planning process.

### **Section 6.03 Work Schedule**

The contract term and work schedule set out herein represent the Unified Government's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract will be for 9 months from the date of award.

The approximate contract schedule is as follows:

**SAMPLE WORK SCHEDULE:**

1. Phase 1: Meeting with SHPO staff
2. Phase 2: Update Survey
3. Phase 3: Existing Conditions Analysis
4. Phase 4: Historic district, MPDF, and individual nominations
5. Phase 5: Draft Plan Development
6. Phase 6: Approval Process

It is expected that a vibrant, active community engagement process will be fully aligned and integrated throughout the planning process. The Offeror is to respond to this RFP with their recommended scope of work, schedule, and engagement strategy.

**Section 6.04 Budget**

The contract amount will be \$51,000. The project, which is the subject of this RFP has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas Historical Society.

This project receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20240.

**Article VII. Proposal Format**

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.**

A respondent **must** submit a complete copy of its response in one of the following formats: one (1) original and a flash drive in .PDF format submitted to the address below **or** submit a complete copy of its response on the Unified Government's eProcurement site at <https://purchasing.wycokck.org/eProcurement> 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 or Microsoft PowerPoint format. Any respondent that does not comply with these policies may be disqualified from the procurement.

**ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:**

**Proposal – RFP Downtown Kansas City, Kansas Commercial District and Historic Churches  
Multiple Property Designations and Formation**

**One (1) hard copy printed and one (1) digital copy of your proposal and supplementary material should be submitted to:**

**Office of the Unified Clerk, Municipal Office Building  
701 North 7th Street, Suite 323  
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the Offeror's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Offerors shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

### **Section 7.01 Proposal Format and Content**

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

### **Section 7.02 Electronic Filing Requirements**

An Offeror **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>.

### **Section 7.03 Introduction**

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

### **Section 7.04 Understanding of the Project**

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and issues and opportunities facing the Downtown KCK community.

### **Section 7.05 Methodology Used for the Project**

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology and approach will serve to accomplish the work and meet the Unified Government's project goals. This should include a supplement to the Department of Planning and Urban Design's Public Involvement Plan (See attached Appendix C).

### **Section 7.06 Management Plan for the Project**

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule. This should include a complete schedule that outlines the key engagement initiatives, deliverables and approval process in a proposed project schedule.

**Section 7.07 Experience and Qualifications**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team, if applicable, including how they have in the past and plan to work with each other for this project.

Provide a personnel roster that identifies each person who will work on the contract and provide the following information about each person listed:

- Title;
- Resume;
- Location(s) where work will be performed;
- Itemize the total cost and the number of estimated hours for each individual named above; and,
- Percent availability of each individual in relation to their total workload.

Highlight a diversity of similar projects in relevant and similar jurisdictions that demonstrates both prior team collaborators and project experience. Provide reference names and phone numbers and emails for similar projects your firm has completed.

**Section 7.08 Cost Proposal**

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

***Any firm or team member required to travel to Kansas City, Kansas should make accommodations to stay and optimize expenses within the Unified Government.***

**Article VIII. Evaluation and Selection**

**Section 8.01 Selection Criteria**

**(a) Understanding of the Project — 20%**

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified pertinent issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?

4. How well has the Offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

**(b) Methodology Used for the Project — 35%**

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

**(c) Management Plan for the Project — 15%**

Proposals will be evaluated against the questions set out below.

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined?
3. Is the organization of the project team clear?
4. How well does the management plan illustrate the lines of authority and communication?
5. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
6. Does it appear that the offeror can meet the schedule set out in the RFP?
7. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8. Is the proposal practical, feasible, and within budget?
9. How well have any potential problems been identified?
10. Is the proposal submitted responsive to all material requirements in the RFP?

**(d) Experience and Qualifications — 25%**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

1. How well has the firm demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the firm regarding timely and successful completion of projects?
3. Has the firm provided letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

**(e) Contract Cost — 5%**

Overall, a minimum of 5% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one (1) or more of the preferences set out below.

***Converting Cost to Points:***

The lowest cost proposal will receive the maximum number of points allocated to cost.



## **Article IX. Attachments**

**Attachment A Proposal Form**

**Attachment B Debarment Form**

**Attachment C Public Involvement Plan**

**Attachment D [Downtown Master Plan](#)**

**Attachment E [Downtown Parkway District](#)**

**Attachment F [State Avenue Corridor Redevelopment Study](#)**

**Attachment G [2016 Historic Resource Survey](#)**

**Attachment H HPF Grant-Funded Survey Requirements**

Attachment A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFP Downtown Historic District

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

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

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

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

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

Company Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

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

E-mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_



**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 \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

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

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

Authorized Supplier Representative

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

**For Office Use Only: Bid** \_\_\_\_\_ **RFP** \_\_\_\_\_ **P.O. #** \_\_\_\_\_

## Appendix A: Works Cited

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- <sup>i</sup> Downtown Master Plan, 19-20.
- <sup>ii</sup> Downtown Master Plan, 19-20.
- <sup>iii</sup> Downtown Master Plan, 22-23.
- <sup>iv</sup> Downtown Master Plan, 24-25.
- <sup>v</sup> Downtown Master Plan, 29.