

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP R39545

**HUD Lead-Based Paint Inspections/Risk Assessment
Consultation Services and Testing for Radon**

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General Information

Section I.1 Method of Source Selection

Article §3-103 and R3-103.02 of the Unified Government of Wyandotte County / Kansas City, Kansas 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 I.2 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas Public Health Department (UGPHD) is seeking fiscal support for the Lead Base Paint Hazard Control and Healthy Homes Grant Program. This Request for Proposal 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.

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

Section I.3 Existing Environment

The Unified Government (UG) of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely within Wyandotte County. Wyandotte County, three other Kansas counties, and seven Missouri counties, located along the Kansas-Missouri state border, make up the Kansas City Metropolitan Statistical Area. Wyandotte County has a current population of over 165,000, making it the fourth most populated county in Kansas. Notably, the county population is diverse, with a mix of White (43.9%), Black (24.5%), and Hispanic (26.8%) residents; the median annual household income here is approximately \$47,000, and 20% of county residents live below the poverty line.

Section I.4 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 ten 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 contracting officer, in writing, at least ten days before the time set for opening.

Section I.5 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 I.6 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly Regan (kregan@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. 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 I.7 Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section I.8 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 company submitting the proposal shall be required to perform all services as required by the specifications.

Section I.9 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, 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 I.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.

Proposed Project Schedule Date	Event
2:00 PM THURSDAY JULY 27, 2023	Distribution of RFP
5:00 PM TUESDAY AUGUST 8, 2023	Deadline for respondents to submit written questions
5:00 PM TUESDAY AUGUST 15, 2023	Deadline for answering questions from respondents
2:00 PM THURSDAY AUGUST 24, 2023	Responses Due
TBA	Notice to shortlisted firms selected for interviews (if required)
TBA	Notice of Award
TBA	Contract Start

The length of the contract will be from the date of award and shall continue until **December 31, 2026**, and all services are completed.

The Unified Government may request additional services to extend the agreement to include project related services not anticipated at the time of this agreement. At the Unified Government's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section I.11 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas 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 I.12 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 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 I.13 Cooperative Procurement

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental

entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section I.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 Contractor 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 I.15 Determination of Responsibility

Per Regulation R3-301.04 (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 R3-301 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section I.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. Vendors whose proposals are unacceptable shall be notified promptly.

Section I.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 Request for Proposals, 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 I.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 Request for Proposals. The Unified Government reserves the right to award to multiple consultants. 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 I.19 Notification of Award

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

- 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 or e-mail businesslicense@wycokck.org for information regarding Licensing and Occupational Taxes.
- The Contractor 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 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649, or call (913) 573-5440 or e-mail sreed@wycokck.org for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.

Tax Clearance for Taxes Owed to Local Governments

- 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. Contactor agrees that the Contractor 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 Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award.

All Contractors 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*).

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649, or call (913) 573-5440 or e-mail sreed@wycokck.org for information regarding compliance requirements.”

Section I.20 Right to Reject Proposals

The Unified Government reserves the right without contest to accept or reject any proposal. Offerors must comply with all 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 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 Request for Qualifications 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 Request for Proposals to offerors at a later date or may choose to negotiate with those submitting proposals.

Section I.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 I.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 I.23 Ownership of Reports, Drawings, Specifications, etc.

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

Article II. Standard Proposal Information

Section II.1 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 ninety (90) days from the opening date.

Section II.2 Site Inspection

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section II.3 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:

- [a] 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
- [b] 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 II.4 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 evaluation 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 II.5 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

Section II.6 F.O.B. Point

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

Section II.7 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 II.8 Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

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

Article III. Standard Contract Information

Section III.1 Contract Type

Each price offered in your proposal shall be a firm-fixed, price. Any proposal containing a modifying or “escalator” clause will not be considered. The proposal price for each item shall include all materials, labor, supervision, management, and overhead to be performed at the specified location(s) within Wyandotte County and Kansas City, Kansas.

A one (1) time fee adjustment will be made to this Contract and no other fee adjustments will be made or considered. The one (1) time fee adjustment shall become effective on January 1, 2025, and shall remain in place for the remaining term of this agreement. The fee adjustment will be based on the U.S. Department of Labor, Kansas City Consumer Price Index for All Urban Consumers (“CPI-U”) not to exceed 5% for the years of 2025 and 2026.

The amount of the adjustment will remain within the sole discretion of the UG. The actual fee charged will be rounded to the nearest whole dollar. Documentation from the Vendor may be Required to support your request.

Section III.2 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 contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section III.3 Proposal as a Part of the Contract

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

Section III.4 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.

Cost for adding additional locations shall be agreed by both Owner and Contractor. Contractor shall be required to provide a unit price for adding location(s).

Section III.5 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 and Board of Public Utilities. 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.

Insurance Requirements

The vendor 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 bidder 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 Contractor 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 Contractor 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 Contractor's negligence arising out of performance by the Contractor 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 vendors providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
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 shall be named as additional insured with respect to the work performed for the contract(s): RFP #R39545, HUD Lead-Based Paint Inspections/Risk Assessment Consultation Services and Testing for Radon

Certificate Holder:

2. Certificate Holder:
Provide BID or RFP Number and Title in the “miscellaneous” area of certificate.
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Procurement Department, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section III.6 Proposed Payment Option

A Virtual Payment Option is available. Contact Lonia Green, Accounts Payable, 913.573-5138

Section III.7 Informal Debriefing

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

Section III.8 Contract Personnel

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

Section III.9 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor 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 project director will provide the contractor a written description of the additional work and request the contractor 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 contractor will not commence additional work until the project 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

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.** BIDDER 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.** BIDDER 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 BIDDER for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, BIDDER shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** BIDDER shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. BIDDER 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 BIDDER 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 BIDDER.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, BIDDER 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. BIDDER 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. BIDDER 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. BIDDER 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. BIDDER, in all solicitations or advertisements for employees placed by or on behalf of BIDDER, 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. BIDDER 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. BIDDER shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

- f. If BIDDER 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 BIDDER 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, BIDDER shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. BIDDER 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. BIDDER, 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.

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

Except with respect to defaults of subcontractors, BIDDER shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if BIDDER 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, BIDDER 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 BIDDER to meet the contract requirements. Upon request of BIDDER, 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, BIDDER'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 BIDDER's right to proceed under the provisions of this clause, it is determined for any reason that BIDDER was not in default under the provisions of this clause, and both the Unified Government and BIDDER 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 BIDDER will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If BIDDER is adjudged bankrupt or insolvent;
- If BIDDER makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for BIDDER or any of his property;
- If BIDDER files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If BIDDER repeatedly fails to supply sufficient services;

- If BIDDER disregards the authority of the Procurement Officer;
- 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 BIDDER specifying the part of the contract terminated and when termination becomes effective.*

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

All costs and expenses incurred by BIDDER for work accepted by the Unified Government prior to BIDDER's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by BIDDER for work not yet accepted by the Unified Government but performed by BIDDER prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by BIDDER shall not be allowed.

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

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

BIDDER 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 BIDDER 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 BIDDER in connection with the work pursuant to this Agreement, shall be in the Unified Government.*
19. **Availability of Records and Audit.** *BIDDER 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. BIDDER 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, BIDDER 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.*
20. **Assignment.** *Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.*
21. **No Limit of Liability.** *Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.*
22. **Indemnification.** *Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.*

Article V. Background Information

The Unified Government (UG) of Wyandotte County/Kansas City, Kansas was created upon the consolidation of the governments of the City of Kansas City, Kansas and Wyandotte County, Kansas, effective October 1, 1997. The county, covering 155.7 square miles, is located on the eastern border of the State of Kansas and has a current population of over 165,000; along with three other Kansas counties and seven Missouri counties, Wyandotte County is part of the Kansas City Metropolitan Statistical Area, which has a population of over two million. As described in Section 1.03, unique challenges are present here, given the need to serve a diverse population who experience a high poverty rate within a relatively populous county in the State of Kansas.

The Public Health Department in Wyandotte County, Kansas has been in existence since 1910, when the first Kansas City, Kansas Municipal Health Department was formed. In 1943, a combined City-County Department of Health was created and began providing services at the current location today. At that time, the scope of the Public Health Department expanded to provide safeguards for, and improvements of, health in the community. Today, the Unified Government Public Health Department (UGPHD) provides continued safeguards for the county residents' personal and environmental health and wellbeing,

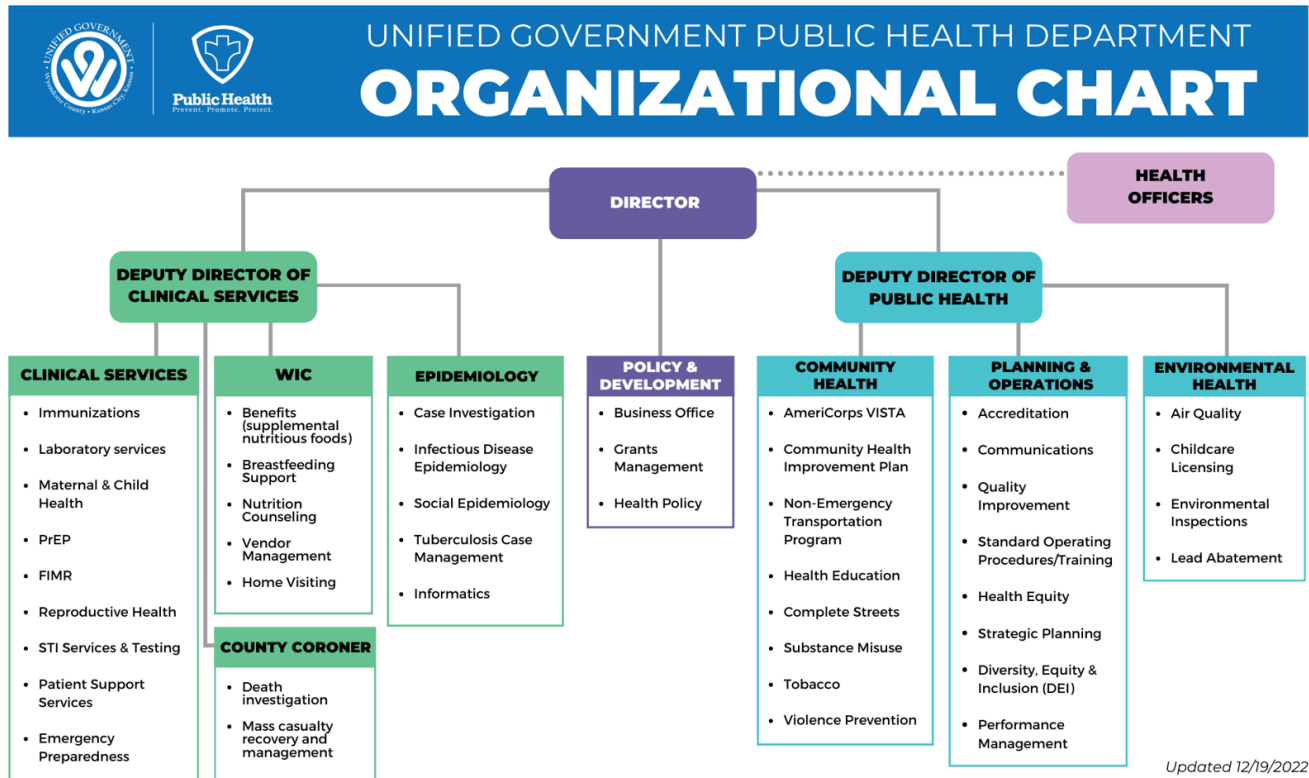
and has a mission “To prevent disease, promote wellness, and to protect and improve the environment in Wyandotte County”.

The UGPHD promotes health and a safe environment for a better community by providing a host of services that range from promoting and encouraging healthy lifestyle behaviors to diagnosing, investigating and preventing health and environmental problems and hazards in the community. In conversations with staff in most of our program areas we learned what our staff are most proud of, and what we wish more people knew about the UGPHD and its different program areas. Here are some of the key themes we found:

- The Health Department is here for our community – ALL of our community.
- Our community’s health goes way beyond health care.
- We offer a wide array of services and initiatives.
- We are proud to be a source of health information and expertise for our community.
- The Health Department strives to build partnerships with other organizations.
- We want to keep improving to better serve our community.

The UGPHD is comprised of seven divisions: Clinical Services; Women, Infants and Children; Policy and Development; Planning and Operations; Community Health; Epidemiology; Environmental Health. These divisions conduct work that ranges from immunizations and laboratory services to the tracking of communicable disease (inclusive of the ongoing COVID-19 response) and air quality in our community, as well as assistance for individuals in need of nutritional support, to cite a few examples. Furthermore, we work to keep local schools and childcare facilities safe and are responsible for emergency preparedness, while endeavoring to address health inequities and support health policies that will benefit our entire community. Significant recent changes include the reestablishment of a Board of Health, permitting increased engagement with policymakers, a 2018-2023 Community Health Improvement Plan (CHIP) which incorporated an increased focus on the social determinants of health, and accreditation with the Public Health Accreditation Board in 2020 while simultaneously engaging in a robust response to the COVID-19 pandemic.

Below, view the recently updated organizational chart, dated December 19, 2022.



Project

Section V.1 General Information

The Unified Government Public Health Department is soliciting proposals from contractors to provide fiscal grant management and senior-level contract fiscal oversight for the US Housing and Urban Development (HUD) Lead Base Paint Hazard Control and Healthy Homes Grant Program.

Section V.2 Contract Period

The length of the contract will be from the date of award and shall continue until December 31, 2026. The expected length of the project is 4 years.

The Unified Government may request additional services to extend the agreement to include project related services not anticipated at the time of this agreement.

At the Unified Government's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work.

No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section V.3 Access to and Ownership of Files

The Offeror agrees that the Unified Government shall have access to files created and provided by the successful Offeror. The Unified Government of Wyandotte County/ Kansas City Kansas shall have the right, title interest and ownership of intellectual property created as a result of services to be provided by the successful Offeror.

Proposal Format and Content

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

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 #R39545

“HUD Lead-Based Paint Inspections/Risk Assessment Consultation Services”

Please submit unbound one (1) marked original, three (3) hard copies and one electronic copy in Word or a PDF format on a flash drive of all documents in a sealed envelope with the name of the Request for Proposal and #R39545 clearly marked on the outside of the envelope.

Your response, including the Signature page should be delivered as follows:

Send Proposal to:

Unified Government of Wyandotte County / Kansas City, Kansas
Office of the Unified Government Clerk, Room 323
701 North Seventh Street
Kansas City, Kansas, 66101

Attention: Kelly P. Regan

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

Respondents may submit a completed copy of its response on the Unified Government’s e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eProcurement>

Registration in the e-procurement system is required in order to respond to this Request for Proposal Electronically on our Website.

Questions regarding the registration or upload process can be sent to Kelly Regan kregan@wycokck.org

Section V.4 Introduction

The Unified Government Public Health Department (UGPHD) received a HUD grant for Lead Base Paint Hazard Control and Healthy Homes Grant Program. The grant is maximizing the number of children under the age of six protected from lead poisoning by assisting privately owned rental or owner-occupied homes. UGPHD staff will recruit participants, perform inspections, and remediate lead in the homes or rental units. In addition, UGPHD received Health Homes supplemental funding to enhance the lead-based paint control activities by identifying and addressing other housing hazards that affect families. This RFP is seeking the services of a contractor to provide fiscal grant management and senior-level contract fiscal oversight.

Proposals must include the complete name and address of the contractor 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 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 non-responsive and the proposal may be rejected.

Section V.5 Scope of Services

The contractor will perform the following activities:

- Lead based paint Inspections utilizing XRF technology
- On-site sampling of dust, soil, and radon
- Laboratory analysis at an NLLAP accredited lab
- Basic remediation recommendations with locally produced cost estimates
- Development of abatement designs, plan, and specifications
- Regulatory compliance plan development
- Litigation support/consultation – Expert witness deposition/testimony

FORM OF SUBMITTALS

In preparing the Request for Proposal (RFP), interested individuals or firms will need to provide information detailing their approach and experience to enable successful completion of the scope of work.

Respondents shall include the following in their submissions:

1. Cover Letter
 - a. Provide a short cover letter stating the contractor's experience with high level fiscal support, fiscal management of grants, and experience with HUD grants.

- b. On the letter, provide the name, mailing address, email address and telephone number of the person who will be the point of contact for this project.
2. Experience and Qualifications
 - a. Please provide a CV/resume of any individuals who will provide contract services.
3. Letters of Recommendation
 - a. Include one letter of recommendation.
4. Cost
 - a. Submit an hourly rate for the services as described in Section V.5, Scope of Services
 - b. The contracted firm will be supplied a Unified Government laptop to perform work, which will be set up with security protocols to protect personally identifiable information and will be able to interface with needed databases and UG technology systems.
 - c. The hourly rate will cover all other costs related to performance of the project, including transportation, additional technology (if needed), administrative work related to the performance of contract services, and other costs.

Submission in the eProcurement system is required.

Section V.6 Cost Proposal

Requirements described in section above.

Section V.7 Performance

The lead-based paint inspection/risk assessment consultants will conduct full Lead Inspection Risk Assessments and Clearance testing. The Lead Inspection Risk Assessment will start with a comprehensive interview using a questionnaire which will provide the assessor with age and renovation history of the housing unit. The housing unit will be mapped out by floor to identify all rooms. A mix of XRF testing, soil sampling, and dust wipe sampling will be used to determine lead hazards in a unit.

Targeted environmental testing will be used to identify potential lead hazards in both the interior and exterior of the home.

- Paint testing of all painted surfaces;
- Testing all chewable surfaces;
- Testing all friction surfaces that are damaged; and/or
- Testing of dust, soil, glazed pottery or dinnerware and other site-specific lead hazard sources.
- Testing for radon.

The consultant's performance will be evaluated by the Project Director, Program Manager, and HUD to ensure each inspection is accurate and detailed with the findings. Each inspection and clearance will be reviewed by the Program Manager, with any issues or concerns being brought to the consultant's attention. The Program Manager will keep each inspection and clearance on file. Measuring performance in this manner will allow for benchmarks outlined in the Administrative Workplan to be met on time while following procedures provided by HUD.

Evaluation and Selection

Section V.8 Selection Criteria

(a) Management Plan for the Project— 25%

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. Is the proposal submitted responsive to all material requirements in the RFP?
7. How accurate are the design plan diagram/drawings of the properties and the clarity of reports?

(b) Experience and Capacity: 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 the 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. Has the firm provided letters of reference from previous clients?
2. How reasonable are the firm's cost estimates?

(c) References— 25%

List the names and contact information of the last three clients for whom you have completed inspections.

(d) Contract Cost— 25%

Converting Cost to Points:

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

Article VI. Attachments

Attachment A: Proposal Form

Attachment B: Debarment From

Exhibit A
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
RFP 28495 Lead-Based Paint Inspections/Risk Assessment
Consultation Services

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 120 days.

Signatures

By submission of this proposal, 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: _____

Company Name: _____

Address: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

Exhibit 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