

Department of Procurement and  
Contract Compliance

REQUEST FOR PROPOSAL



**RFP 39735**  
**For**  
**“6<sup>th</sup> Street Urban Trail and Complete Street”**

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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 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 of Wyandotte County/Kansas City, Kansas, Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing professional engineering and surveying services for the 6<sup>th</sup> Street Urban Trail Complete Streets Project.

Vendors 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 of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

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

The Unified Government of Wyandotte County/Kansas City, Kansas 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 ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri 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 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 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 shall be directed in writing to the attention of the buyer 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.

### **Section 1.07     *Amendments & Addendums***

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

### **Section 1.08     *Alternate Proposals***

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **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 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 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.

Issue RFP: 12/14/2023

Last day for Questions: 01/11/2024 by 11:00am CST

Proposals Due: 01/18/2024 by 2:00pm CST

Proposal Evaluation Committee completes evaluation: 02/01/2024

Notice of Award: 02/06/2024

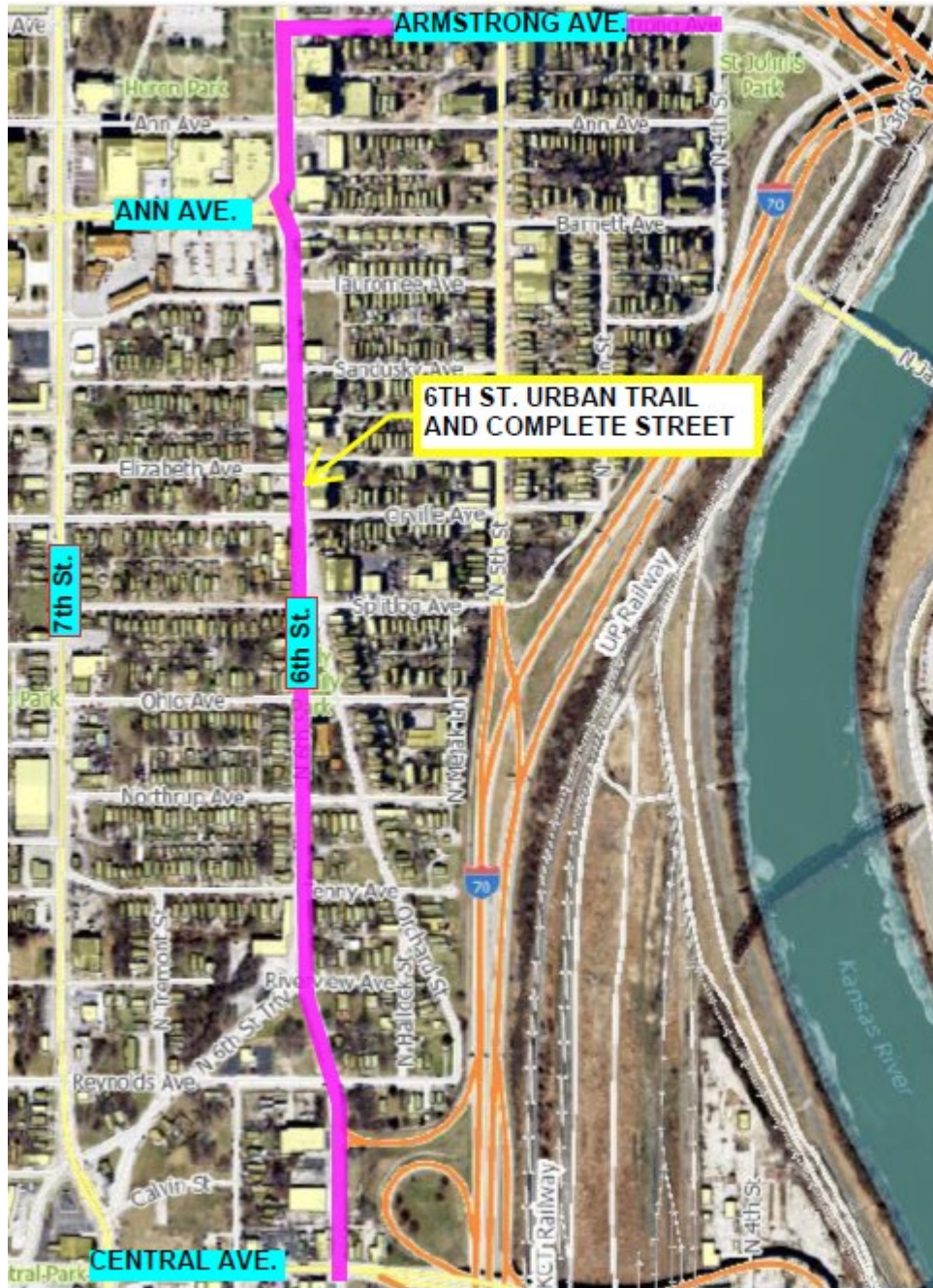
Contract Start 02/16/2024

Contract Complete 02/16/2027

The length of the contract will be from the date of award and is anticipated to continue for a maximum term length of three (3) years.

### Section 1.11 Location of Work

The location(s) the work is to be performed is at 6<sup>th</sup> Street from Central Avenue to Armstrong Avenue and Armstrong Avenue from 6<sup>th</sup> Street to 4<sup>th</sup> Street.



### Section 1.12 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 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 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      *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 1.15      *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 1.16      *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 1.17 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. More detailed evaluation information will be found in section 8 of this RFP.

### **Section 1.18 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 1.19 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. 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 1.20 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:

- 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 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 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. 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**).

### **Section 1.21 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 counter-offer 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 Proposals, 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 1.22 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 1.23 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 1.24 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 City.

## **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 ninety (90) days from the opening date.

### ***Section 2.02 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 2.03      *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 2.04      *Prior Experience***

No specific minimums have been set for this RFP.

### **Section 2.05      *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 2.06      *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 2.07     *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 3.01     *Contract Type***

This contract is a “Not-to-Exceed” 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 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 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 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 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 #R39735 6<sup>th</sup> Street Urban Trail and Complete Street.
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 - 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 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 project director.

### ***Section 3.07 Proposed Payment Option***

A Virtual Payment Option is now available. If you would like to learn contact, Debbie Tipton, Accounts Payable, 913-573-5256

### ***Section 3.08 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 3.09 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 as required under 2 CFR §200.334, or until all audit questions have been resolved, whichever period of time is longer.*

**Article V. Background Information**

**Section 5.01 Background Information**

The design of this project is being funded by federal assistance provided to the Unified Government by the Department of Housing and Urban Development (HUD) pursuant to the authority of the Consolidated Appropriations Act, 2022 and the Explanatory Statement for Division L of that Act; and superseding provisions of the Consolidated Appropriations Act, 2023.

The construction of this project is being funded by federal assistance provided by HUD as described above, by the Kansas Department of Transportation through a grant administered by the Mid-America Regional Council (MARC), and local funding. This project will be constructed in two phases. Phase 1 will be bid by the Unified Government and will include an amount of work that can be procured with the federal HUD funding remaining after design. Phase 2 will include the remaining work and will be procured with KDOT/MARC and local funds. It will be bid by KDOT.

The successful proposer will be responsible for the design of the entire project and the development of two complete construction bid packages. The consultant must be experienced in surveying and roadway design with emphasis on retrofitting in existing developed areas, intersection design with signals and roundabouts, knowledge of Local Public Authority (LPA)/KDOT-let processes and standards, design/layout/reporting of ADA compliant ramps, AASHTO requirements, alignment studies, street scape design, cost estimating, roadway lighting, signing, pavement marking, earthwork calculations, and roadway drainage systems. All design shall be to KDOT standards. Capability to work with GIS and related systems is desirable.

**Article VI. Project Scope**

**Section 6.01 Scope of Work**

The Department of Public Works, Division of Engineering is soliciting proposals for professional engineering and surveying services.

The department wants assistance to design and develop two construction bid packages (2) for an approximately 4,000 lane-foot two-way cycle track to calm traffic and implement intersection safety improvements along 6<sup>th</sup> Street from Central Avenue to Armstrong Avenue and along Armstrong Avenue from 6<sup>th</sup> St. to 4<sup>th</sup> St. The purpose of this project is to enhance safety and alternative mode access through an important corridor of Kansas City, Kansas. This project will improve traffic flow while also providing a safe space for pedestrians and cyclists, increase green infrastructure, and promote economic progress in the city. Additionally, this initiative will help improve resident health and provide access equity to all in the 6<sup>th</sup> Street area and connecting Heritage Trail communities. The project will also construct an intersection improvement at 6<sup>th</sup> and Central to better accommodate the adjoining streets and I-70 ramps. Additional reverse angle on-street parking, lane narrowing, LED lighting, green infrastructure, and storm water enhancements will be included in the construction along the corridor. Roadway design speed shall be based on existing posted speed or as otherwise defined by the condition.

The phases of the project include: 1) Survey and related services as described below 2) assessment of existing conditions and conceptual layout of improvements 3) complete design, including field check, office check, and final construction plans 4) public engagement, including a public meeting and other possible related services 5) utility and right of way coordination 6) pre-construction services, including bid documentation, specifications, and meetings and 7) design engineer services during construction.

The consultant will:

- a. Perform engineering field reconnaissance,
- b. Perform surveying, including existing topography, utility locates, right of way limits, property lines, and property ownership information. Surveying services will also be needed to produce the legal descriptions and exhibits, process the title work, and any other surveying tasks that may arise,
- c. Perform schematic design, design development, and prepare construction documents. The consultant will be required to provide all design and plan preparation/preliminary engineering (PE) services as well as designer services during construction such as, but not limited to, site visits, progress meeting participation, plan clarifications, contractor submittal review and approval, record drawings, etc. All KDOT and UG procedures and criteria must be followed in the plan development. Phase 1 will be UG-let, and Phase 2 will be an LPA/KDOT-let project,
- d. Provide construction cost estimates with field check, office check, and final plan submittals. Cost estimates must be inclusive of and account for all factors that involve expense, even those outside a consultant's traditional sphere,
- e. Provide public engagement services, including conducting at least one event for planning and one for each of the construction kick offs,
- f. Prepare Phase 1 and Phase 2 bid packages in accordance with UG (Phase 1) and KDOT (Phase 2) procedures and requirements,
- g. Prepare right-of-way plans, legal descriptions, and plat maps for all property acquisition necessitated by the project, per Unified Government, State, and Federal procedures and requirements.
- h. Coordinate with the local utility companies, residents, and businesses during both the design and construction phases of the project,
- i. Be responsible for coordinating all necessary permit acquisition,
- j. Understand where the funding is coming from and how KDOT and the UG each manage budgets and funds,
- k. Be pre-qualified by KDOT to provide Section 212 services – Highway Design – Minor Facility and Section 231 services – Traffic Control Analysis and Design.
- l. Submit a signed KDOT Certification regarding Debarment with their proposal,

- m. Comply with federal and state mandates (HUD, EPA, KDOT, KDHE, and AASHTO)
- n. Be expected to take a strong and comprehensive approach to project budgets and schedules. Firms are expected to know the risks of a project that can lead to delays and funding overruns and take firm and aggressive measures to avoid them. If items are required that are outside of the negotiated scope, the project manager must nevertheless be intimately aware of the issue, press for resolution, and offer new solutions if items are lingering. Consultants are leaders of team and must be able to communicate with a broad array of other entities to keep projects in line. Consultants should be problem solvers who offer reasonable and smart solutions to problems that arise.

**Section 6.02 Deliverables**

The contractor will be required to provide the following deliverables for Phase 1 and Phase 2 :

- a. Field check plans and construction cost estimate
- b. Office check plans and construction cost estimate (and KDOT form 1307 for Phase 2)
- c. Final plans and construction cost estimate (and KDOT form 1307 for Phase 2)
- d. Bid plans, specifications, and construction cost estimate (and KDOT forms 1304 & 1307 for Phase 2)
- e. Record drawings
- f. Display boards for public meeting and other deliverables for public engagement as may be required.
- g. Project documentation, reporting, and submittals for HUD and KDOT funding in accordance with grant requirements.

**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 Phase 2 schedule will be set by KDOT.

The length of the contract will be from the date of award, approximately 01/05/2024, for approximately 1095 calendar days until completion, approximately 01/05/2027.

The approximate contract schedule is as follows:

**Phase 1 Schedule**

- Field Check due – 04/25/2024
- Office Check due – 07/05/2024
- PS&E due – 09/13/2024
- Advertise for Bids – 10/03/2024
- Bid Opening – 10/30/2024
- 2025 Construction

**Phase 2 Schedule (pending KDOT approval)**

- Field Check due – 04/25/2024

Office Check due – 10/22/2024  
 Final Check due – 03/21/2025  
 R/W Clearances due – 05/20/2025  
 PS&E due – 06/01/2025  
 Final Letting Plans due – 08/10/2025  
 Advertise – 08/18/2025  
 Bid Letting – 09/17/2025  
 2026 Construction **(Note that the Phase 2 project must be bid in FFY 2025.)**

## **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 the following format One (1) original and along with a flash drive in .PDF format and be included in the hard copy submittal prior to the closing date. 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 – RFP39735 “6<sup>th</sup> Street Urban Trail and Complete Street”**

**One (1) original along with a flash drive in .PDF format 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 respondent'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. Respondents 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.

Proposals should include the following:

- 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.
- An organizational chart showing the project team, including the project manager, project engineer, and any sub-consultants.
- Brief resumes of the team members, including their qualifications.
- Capacity and capability of experience on two to four similar projects your company has recently completed or is doing now, with references.
- Experience and technical competence of the personnel designated to the project.
- Your quality control/quality assurance measures to assure that the quality of the service, including, readability, accuracy and completeness of the plans and the plan submittals meet the UG's commitment to excellence. Name the person responsible for quality control/quality assurance.
- Past record of performance with references. Describe methods you intend to utilize or have used in the past to serve the needs of a municipality in a cost effective manner? What engineering challenges do you anticipate in designing this project?
- Approach to Project.
- Statement confirming that your firm is pre-approved by KDOT for this type of work, and signed KDOT Certification regarding Debarment.
- Statement confirming your firm's expertise and experience with the applicable federal and state mandates (HUD, EPA, KDOT, KDHE, and AASHTO)

Limit your letter to eleven (11) pages or less with a minimum font size of 10. Illustrations, charts, graphs, and photos are welcome, but include them within the eleven pages. The KDOT Certification regarding Debarment does not count as one of the eleven pages.

## **Article VIII. Evaluation and Selection**

### **Section 8.01 *Selection Criteria***

- a. Ability to perform the desired services within the time prescribed – 20%
- b. Past performance of firm – 20%
- c. Training of staff – 10%
- d. Previous experience with and knowledge of UG-let and LPA/KDOT-let project procedures and requirements – 20%
- e. Commitment of resources that could limit performance (ex. staff, equipment) – 10%
- f. Firm's familiarity with project area – 10%
- g. Accessibility of firm's office – 10%

## **Article IX.     Attachments**

**Attachment A: Proposal Form**

**Attachment B: Certification Regarding Debarment**

**Attachment C: HUD Form 50071 (Byrd Amendment)**

**Attachment D: Certification for Drug-Free Workplace**

**Attachment E: HUD Supplemental Conditions Final**

**Attachment F: Disclosure of Lobbying Activities**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**RFP 39735 6<sup>th</sup> Street Urban Trail & Complete Street**

**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: \_\_\_\_\_



## 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 (typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

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

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

## Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Unified Government of Wyandotte County, Kansas City, Kansas (Unified Government) by the Department of Housing and Urban Development (HUD) pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-1-3): and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Unified Government, according to the terms of the Unified Government's Grant Agreement No. B-22-CP-KS-0343 signed on May 11, 2023.

1. **Breach of Contract.** Any breach of Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the Unified Government incurs damages as a result of Contractor's breach, the Unified Government may pursue recovery of such damages from Contractor. The Unified Government retains the right to seek specific performance of the Contract at any time as authorized by law. The Unified Government further retains the right to otherwise pursue any remedies available to it as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.
  - a. *Remedies for Non-Performance.* If Contractor fails to perform any of its obligations under this Contract, the Unified Government may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:
  - b. *Suspend Performance.* The Unified Government may require the Contractor to suspend performance of all or any portion of the Work pending necessary corrective action specified by the Unified Government and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the Unified Government.
  - c. *Withhold Payment Pending Corrections.* The Unified Government may permit Contractor to correct any rejected Work at the Unified Government's sole discretion. Upon the Unified Government's request, Contractor must correct rejected Work at Contractor's sole expense within the time frame established by the Unified Government. Upon completion of the corrections satisfactory to the Unified Government, the Unified Government will remit payment to Contractor.
  - d. *Deny Payment.* The Unified Government may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the Unified Government in its sole discretion. Upon the Unified Government's request, Contractor will promptly refund any amounts prepaid by the Unified Government with respect to such non-compliant Work.
  - e. *Removal.* Upon the Unified Government's request, Contractor will remove any of its

employees or agents from performance of the Work, if the Unified Government, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

2. **Non-Discrimination.** Contractor certifies that it will comply with all Federal statutes relating to non-discrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse;
- f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- g. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- h. HUD regulations at 24 CFR, §5.109, concerning equal participation of faith-based organizations in HUD programs and activities.
- i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. the requirements of any other nondiscrimination statute(s) which may apply to the application.

3. **Minority and Women Business Enterprises (if applicable to this Contract).** Contractor agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's business Enterprise, **when applicable**). Accordingly, the Contractor agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. The Unified Government maintains an online directory of W/MBE businesses, which can be accessed at: [https://purchasing.wycokck.org/eprocurement/Vendor\\_CCodeSearch.aspx](https://purchasing.wycokck.org/eprocurement/Vendor_CCodeSearch.aspx).

4. **Section 3.** Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25.
- a. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR parts 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a

finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR parts 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

5. **Debarment and Suspension (applies to all purchases).** In compliance with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. Contractor further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

6. **Anti-Lobbying (applies to all purchases).** Contractor certifies that it will comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352 (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. (HUD Form 50071 "Certification of Payments to Influence Federal Transactions"). Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor will comply with the disclosure requirements under 31 U.S.C. 1352. (Standard Form-LLL "Disclosure of Lobbying Activities"). Such disclosures shall be forwarded from tier to tier up to the Unified Government who in turn will forward the certification(s) to HUD.

**\*Purchases over \$100,000 – Contractor must sign the certification (HUD Form 50071) included in this RFP\***

7. **Drug-Free Workplace.** Contractor certifies that it will comply with the drug-free workplace requirements in Subpart B of 2CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace act of 1988, Pub. L. 100-690, Title V, Subtitle DD (41 U.S.C. 701-707). (HUD Form 50070 "Certification for a Drug-Free Workplace").

**\*Contractor must sign the certification (HUD Form 50070) included in this RFP\***

8. **Hatch Act.** Contractor certifies that it will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal

employment activities are funded in whole or in part with Federal funds.

9. **Labor Standards.** Contractor certifies that it will comply, as applicable, with the:

- a. *Copeland "Anti-Kickback" Act* (40 U.S.C. §276c and 18 U.S.C. §874). The Unified Government shall report all suspected or reported violations to HUD.
- b. *Contract Work Hours and Safety Standards Act* (40 U.S.C. §§327-333) **(applies only to purchases over \$100,000, when laborers or mechanics are used)**. Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S. C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Environmental Standards.** The Contractor certifies that it will comply with environmental standards which may be prescribed pursuant to the following:

- a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. notification of violating facilities pursuant to EO 11738; Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Unified Government and understands and agrees that the Unified Government will, in turn, report each violation as required to assure notification to HUD, EPA Regional Office, and FEMA, if required.
- c. protection of wetlands pursuant to EO 11990;
- d. evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); **(applies to purchases of more than \$150,000)**
- g. assurance of project compliance with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (Clean Water), as amended, 33 U.S.C. 1251, et seq. **(applies to purchases of more than \$150,000)**

- h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
  - i. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
  
- 11. **Wild and Scenic Rivers Act.** Contractor certifies that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  
- 12. **Historic Preservation.** Contractor will assist HUD and the Unified Government in assuring compliance with:
  - a. Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and
  - b. the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
  
- 13. **Availability of Records and Audit (applies to all purchases).**
  - a. Contractor agrees to provide the Unified Government, HUD, the Comptroller General of the United States and if appropriate, the State, and any of their authorized representatives the right to examine all records, books, papers, or documents related to the grant; and will establish a proper accounting system in accordance with generally accepted accounting standards or other government directives. No language in this contract is intended to prohibit audits or internal reviews by HUD or the Comptroller General of the United States.
  - b. Contractor agrees to retain all records covered by this section as required under 2 CFR §200.334, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the contract.
  
- 14. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement," and any applicable implementing regulations.
  
- 15. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** Contractor certifies that it will comply with 2 CFR §200.216 regarding the prohibition on certain telecommunications and video surveillance services or equipment. Contractor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889,

covered “telecommunications equipment” is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**16. Procurement of Recovered Materials. (applies only if the work involves the use of materials and the contract amount is greater than \$10,000).** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

- a. Information about this requirement, along with the list of EPA-designated items, is found in 40 CFR Part 247 and available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- b. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**17. Anti-Trafficking.** Contractor certifies that it will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

**18. Pornography.** Contractor agrees that it will not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography.

**19. Conflicts of Interest; Gifts and Favors.** Contractor understands that (1) the Unified Government will use HUD grant funds to pay for this or a portion of this contract and (2) the expenditure of HUD grant funds is governed by the Conflict of Interest Policy of the Unified

Government and the regulatory requirements of 2 C.F.R. §200.318c.

- a. Contractor certifies to the Unified Government that as of the date of this agreement, to the best of its knowledge after reasonable inquiry, no employee, officer, elected official, or agent of the Unified Government involved in the selection, award, or administration of this contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the contract date, Contractor shall promptly disclose the same to the Unified Government in writing.
- b. Contractor certifies to the Unified Government that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, elected official or agent of the Unified Government. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, elected official or agent described in the preceding sentence after the date of this Agreement, Contractor shall promptly disclose the same to the Unified Government in writing.

**20. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number B-22-CP-KS-0343 awarded to the Unified Government of Wyandotte County, Kansas City, Kansas by the United States Department of Housing and Urban Development.”

**21. The Contractor shall assure that the above provisions are inserted into all subcontracts for any work covered by this Agreement and that Contractor and all subcontractors implement the required certificates of compliance in connection with these Supplemental Conditions.**

**CONTRACTOR:**

By: \_\_\_\_\_

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

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