

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP 42944
For
“Automatic Wastewater Sampler Equipment”

Article I. General Information 4

Section 1.01 Method of Source Selection4

Section 1.02 Purpose4

Section 1.03 Existing Environment.....4

Section 1.04 Required Review4

Section 1.05 Protests and Appeals5

Section 1.06 Inquiries - Clarifications.....5

Section 1.07 Amendments & Addendums5

Section 1.08 Alternate Proposals.....5

Section 1.09 Implied Requirements5

Section 1.10 Project Timetable & Contract Term5

Section 1.11 Proposals and Presentation Costs6

Section 1.12 Disclosure of Proposal Contents6

Section 1.13 Cooperative Procurement6

Section 1.14 Independent Contractor Relation.....7

Section 1.15 Determination of Responsibility7

Section 1.16 Evaluation.....7

Section 1.17 Equal Treatment7

Section 1.18 Award8

Section 1.19 Notification of Award8

Section 1.20 Right to Reject Proposals9

Section 1.21 Mistakes in Proposals Discovered Prior to Award.....9

Section 1.22 Mistakes in Proposals Discovered after Award10

Section 1.23 Ownership of Reports, Drawings, Specifications, etc.....10

Article II. Standard Proposal Information 10

Section 2.01 Authorized Signature.....10

Section 2.02 Supplemental Terms and Conditions10

Section 2.03 Discussions with Offerors11

Section 2.04 Prior Experience11

Section 2.05 Evaluation of Proposals.....11

Section 2.06 F.O.B. Point.....11

Section 2.07 Contract Negotiations.....11

Section 2.08 Failure to Negotiate12

Article III. Standard Contract Information..... 12

Section 3.01 Contract Type12

Section 3.02 Contract Approval12

Section 3.03 Proposal as a Part of the Contract12

Section 3.04 Additional Terms and Conditions12

Section 3.05 Insurance Requirements13

Section 3.06 Proposed Payment Procedures14

Section 3.07 Proposed Payment Option14

Section 3.08 Contract Changes - Unanticipated Amendments14

Article IV. Required Contractual Terms and Conditions..... 15

Article V. Project Scope 21

Section 5.01 Scope of Work.....21

Section 5.02 Specifications21

Section 5.03 Cost Proposal.....22

Article VI. Proposal Format..... 22

Section 6.01 Proposal Format and Content24

Section 6.02 Electronic Filing Requirements24

Section 6.03 Introduction24

Section 6.04 Understanding of the Project24

Section 6.05 Methodology Used for the Project24

Section 6.06 Management Plan for the Project25

Section 6.07 Experience and Qualifications.....25

Section 6.08 Cost Proposal.....25

Article VII. Evaluation and Selection 25

Section 7.01 Selection Criteria26

(a) Qualifications & Brochures %26

(b) References— %26

(c) Contract Cost— %.....26

Article VII. Attachments 26

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 allows for the use of Competitive Sealed Proposals (RFP) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Environmental Services is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of procuring automatic wastewater sampler equipment.

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

Solicitations from qualified minority, and women owned businesses, and, firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, 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, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, 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. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.04 *Required Review*

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 *Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

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 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 followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

Section 1.07 *Amendments & Addenda*

Amendments and addenda will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

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. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, 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.

Proposed Project Schedule Date	Event
APRIL 9, 2026	Distribution of RFP
APRIL 20 2026 2PM CDT	Deadline for offerors to submit written questions
APRIL 22, 2026 2PM CDT	Deadline for answering questions from offerors will be provided
MAY 7, 2026 2PM CDT	Responses Due
TBD	Notice to Shortlisted firms selected for interviews (if required)
TBD	Notice of Award
TBD	Contract Start

The length of the contract will be from the date of award and continue for a term length of two years with the option of three, one-year extensions

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section 1.11 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.12 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG’s option. Kansas Open Records Act, K.S.A. 45-215 *et seq.*, 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.

Section 1.13 Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected 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 offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section 1.14 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

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

Section 1.15 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror 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 by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.16 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

Section 1.17 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification 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 1.18 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. 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 protest is filed as described in the protest section 1.05

Section 1.19 Notification of Award

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - 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 can be requested **from the Procurement Department**).
 - Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
 - Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 or businesslicense@wycokck.org for information regarding Licensing and Occupational Taxes.
 - Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 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.
- 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 Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. 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 (1) 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 to the successful Offeror by the Unified Government***).

Section 1.20 Right to Reject Proposals

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

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 an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, 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 scope through a subsequent Request for Proposals at a later date, or may choose to negotiate with those submitting proposals.

Section 1.21 Mistakes in Proposals Discovered Prior to Award

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by

the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.22 Mistakes in Proposals Discovered after Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

Section 1.23 Ownership of Reports, Drawings, Specifications, etc.

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

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind offeror to the provisions of the Request for Proposal. 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 Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be 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 Request for Proposal, the term or condition of the Request for Proposal 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 shall be 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 Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal 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.

Offerors with a disability needing accommodation during the discussion process 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 proposals will be evaluated by an Evaluation Committee consisting of the procurement officer and at least three (3) Unified Government employees. Each member will independently review and rank each proposal based solely on the evaluation factors set out in Section Eight of this Request for Proposal.

While numerical scoring will be used as a tool to assist in the evaluation process, the final ranking of the proposals are reflected in the award decision, rather than relying solely on a calculated score.

Section 2.06 *F.O.B. Point*

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

Section 2.07 *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 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 offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.08 *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
- if the offeror 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 *Firm Fixed Price* contract.

Section 3.02 *Contract Approval*

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, 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 Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this Request for Proposal and the successful proposal may be incorporated into the contract by reference.

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 Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article

IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.05 Insurance Requirements

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. 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

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall 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 Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror 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 aggregate
Professional Liability	\$1,000,000 aggregate

1. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): “Request for Proposal R42944 Automatic Wastewater Sampler Equipment”.
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th 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 receipt of invoices. Each billing must consist of an invoice. No payment will be made until the invoice and progress report have been approved by the Unified Government project point of contact.

Section 3.07 Contract Changes - Unanticipated Amendments

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Unified Government point of contact for the project will provide successful offeror a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful offeror will not commence additional work until the Unified Government project point of contact 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. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "_____"; hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.

8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
 - a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. CONTRACTOR will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
 - c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
 - d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

14. Severability. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

15. Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this

Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;

- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

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

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article V. Project Scope

Section 5.01 Scope of Work

The Unified Government of Wyandotte County/Kansas seeks to establish a contract for automatic wastewater samplers. Upon acceptance, the pricing included in the RFP would be valid for the first two years. A one-time economic adjustment shall be allowed for each one-year extension to the contract after the initial two-year contract period. This economic adjustment may not exceed the (CPI) Index for the previous twenty-four month period. The contract would be valid through December 31, 2029 and it is estimated that approximately up to twenty-four (24) units could be purchased during the period.

Section 5.02 Specifications

Automatic Wastewater Samplers

	R	C	D	M
24 plastic or glass containers (300 mL minimum each)			X	
Capability for multiple samples per non-composite container			X	
Capability for non-uniform sampling intervals		X		
Capability for AC power	X	X	X	
Capability to download data to portable device	X	X	X	X
Capability to suspend (with harness)				X
Capability to use liquid-level detector to initiate sampling		X	X	X
Capability to use rechargeable battery power (including deep-cycle) – including necessary charger		X	X	X
Coating for hydrogen sulfide resistance	X			
Connector for deep-cycle battery	X	X	X	X
External cabinet for weather resistance	X			
Maximum empty weight (without battery) 40 pounds				X
Maximum empty weight (without battery) 60 pounds		X	X	
Maximum outside diameter 21”				X
Minimum 100 feet sample tubing	X	X	X	X
Minimum 6 replacement pump tubing	X	X	X	X
Minimum lift 20 feet	X	X	X	X
Plastic or glass container 8 L maximum				X
Plastic or glass container 8 L minimum	X	X		
Plastic or glass container 15 L maximum	X	X		
Temperature control to 4°C (± 1°C)	X			
Warranty minimum 3 year	X	X	X	X

- R = Refrigerated permanent wastewater treatment plant sampler
- C = Portable Composite sampler
- D = Portable Discrete sampler
- M = Portable Manhole sampler composite

Section 5.03 Cost Proposal

Refrigerated Permanent Wastewater Treatment Plant Sampler	\$ _____
Portable Composite Sampler	\$ _____
Portable Discrete Sampler	\$ _____
Portable Manhole Sampler Composite	\$ _____

Article VI. Proposal Format

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

Offeror **must** submit a complete copy of its response in the following format One (1) original and one (1) copy along with a flash drive in .PDF format. Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelop or a sealed box and labeled with the Proposal Number and name (see label below) If components of the response, such as shpreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application , they must be submitted in Microsfot Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE RECEIVED AND TIME STAMPED IN THE OFFICE OF THE UNITED CLERK, MUNICIPAL OFFICE BUILDING NO LATER THAN THE DATE AND TIME LISTED IN SECTION 1.10, PROJECT TIMETABLE, PG 6. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal – RFP 42944 Automatic Wastewater Sampler Equipment

One (1) Copy and One (1) original of your proposal and supplementary material should be submitted to:

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

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

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

**Below is an example of the information required on your Proposal package.
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS
Attn: Unified Government Clerks Office
701 N. 7th Street, Room 323
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL
Automatic Wastewater Sampler Equipment

RFP R42944

OPENING DATE/TIME:
May 7, 2026 - 2:00 PM

Section 6.01 *Proposal Format and Content*

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

Section 6.02 *Electronic Filing Requirements*

If Offeror has not previously done so, you should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5465. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site at the link above.

Section 6.03 *Introduction*

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

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

Section 6.04 *Understanding of the Project*

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 6.05 *Methodology Used for the Project*

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 6.06 *Management Plan for the Project*

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 6.07 *Experience and Qualifications*

Offeror must provide the following:

1. An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.
2. A narrative description of the organization of the project team.
3. A personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:
 - a. Title
 - b. Resume,
 - c. Location(s) where work will be performed, and
 - d. Estimated itemized total cost and number of hours the person will work on the project.
4. Reference names and phone numbers for at least three (3) similar local government projects your firm has completed in the last three (3) years.

Section 6.08 *Cost Proposal*

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

Article VII. Evaluation and Selection

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Section 7.01 Selection Criteria

(a) Qualifications and Brochures – 50%

(b) References – 25%

(c) Contract Cost – 25%

Overall, a minimum of 25% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points:

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

Article VIII. Attachments

Attachment A: Proposal Form

Attachment B: Debarment Form

Attachment C: No Response Form

ATTACHMENT A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

**RFP 42944 Automatic Wastewater Sampler Equipment
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

Attachment B

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement up to \$50,000. 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. # _____
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NO RESPONSE FORM – Attachment C

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

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

Due Date: 5/07/2026

Number: RFP R42944

Description: Automatic Wastewater Sampler Equipment

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

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

Business/Firm Name: _____ Supplier No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____