Request for Qualifications N43331

Consultant Advisory Services for the Unified Government of Wyandotte County/Kansas City, KS

Date of Request: October 8, 2026

Response Due By: October 27, 2026

Written responses and requests for information should be directed to:

Laura Wilt
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Phone: 913-573-5447
llwilt@wycokck.org

SOLICITATION

REQUEST FOR QUALIFICATIONS

Consultant Advisory Services for the Unified Government of Wyandotte County/Kansas City, KS

PURPOSE

The Unified Government of Wyandotte County/Kansas City, Kansas (Unified Government) is seeking Statements of Qualifications from professional and qualified Project Representatives to serve as the Unified Government's independent technical and program-management advisor concerning **UG's governmental, contractual, financial, infrastructure, and economic-development interests in the Chiefs Stadium and Ancillary Development Project to be located in western Wyandotte County, Kansas**.

The Project Representative shall monitor Project activities only to the extent necessary or appropriate to assist UG in exercising its rights, performing its obligations, protecting public investment, coordinating governmental activities, and evaluating compliance with agreements to which UG is a party or beneficiary.

The Unified Government will not own the Stadium Development or Qualified Ancillary Development. The Project Representative therefore will not act as an owner's representative with respect to ownership, operation, maintenance, or acceptance of the Stadium or private development.

The Stadium Development and Qualified Ancillary Development have different statutory frameworks and different levels of review required by the Unified Government.

The Unified Government may select one or more Offeror to provide the following services, utilizing an as needed or on call type arrangement.

SCOPE OF WORK

The Project representative may be called on to perform the following tasks.

Offeror may submit for one or all of the above services. This may be a multiple offeror award based on qualifications.

- Support UG and counsel with technical, cost, schedule, infrastructure and implementation review.
- UG may have significant responsibilities related to roads, utilities, drainage, access, public realm, and related infrastructure required for the new development.
    - Coordinate scope, responsibility, budget, design, permitting, and schedule across UG departments and Project parties.
    - Identify gaps, overlaps, sequencing conflicts and responsibility disputes to ensure a timely construction schedule.
    - Coordinate utilities and Project parties; track responsibilities, permits and critical dates.
- Identify unresolved issues related to the Project, risks and recommended resolutions or conditions.
- Monitor UG obligations, procedures and deadlines.
- Review project submissions to UG as required and ensure any necessary responses are completed within established schedules.
- Monitor and track UG economic development commitments.
- Permitting
    - Coordinate workflow and schedules; track submissions and unresolved issues. Consultant does not approve permits.
    - Create a Permitting Dashboard for UG related infrastructure / 60-day look-ahead. * It is not anticipated that the UG will oversee or permit the Stadium itself however a planned and approved approach for compliance with applicable building codes will be developed for the Ancillary Development Project
- Land use issues
    - Facilitate information flow while maintaining separation between contractual Project administration and regulatory decisions.
- Communications
    - Coordinate with Unified Government public information personnel and any contracted communications professionals.
    - Assist with communications to external and internal audiences regarding the project and the Unified Government's role and responsibilities.

- Operational Readiness

    - Assist with coordination of planning related to traffic, public safety and emergency management needs related to the Project.
- Financial Analysis
    - Provide financial and market analysis related to proposed projects, including development finance review, analysis of revenues for the Unified Government, and analysis of long-term liabilities incurred by the UG due to the development.

LIMITATIONS. The Project Representative shall not:

- act as owner of the Stadium or ancillary development;
- accept construction on behalf of the Stadium owner;
- direct the owner, developer, architect, engineer or contractors except as expressly authorized under an applicable UG agreement;
- control construction means, methods or safety;
- certify design adequacy as Architect or Engineer of Record;
- administer Stadium operations or maintenance obligations; or
- duplicate services provided by the State of Kansas or Sports Authority except where necessary to protect a distinct UG interest

The Offeror must demonstrate prior experience and interest in this type of project. Written proposals with qualifications are required.

The Offeror understands and agrees that, should it be awarded a contract for services under this Request for Qualifications, it will be bound by the Unified Government's Exhibit A, General Contractual Provisions, attached hereto as Attachment 1, and incorporated by reference as if fully set forth herein.

The Unified Government reserves the right to include additional terms and conditions during the contracting process.

Request for Qualifications does not guarantee the Unified Government will award for such services. All information provided by Offerors shall be at no cost and without obligation to the Unified Government.

FOR ANY QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS PLEASE CONTACT: **Laura Wilt** in writing via email llwilt@wycokck.org

I. FORMAT OF SUBMITTALS

Submittals shall be turned in at the date, time and location specified in the Request for Qualifications and shall be clearly marked " **RFQ N43331 Consultant Advisory Services for the Unified Government**".

Submissions shall include the following and be in the following format:

I. General Section Submission

A. The general section shall contain:
   1. A letter of interest
   2. Qualifications must include the following plus a brief description of the firm and statement of qualifications including:
      a. Complete name and address of the firm;
      b. The name, mailing address, and telephone number of the person the Unified Government should contact regarding the firm's qualifications;
      c. The titles and size of the firm's various divisions;
      d. Project management;
      e. The firm's quality assurance programs;
      f. Headquarters location;
      g. Corporate structure size;
      h. Location and history of the firm's Kansas City office, if applicable;
      i. The names, address and telephone numbers of at least three local municipality references with which the firm has contracted for similar services. Local municipality in this context means local to the Kansas City area;
      j. Examples of Advisory Services projects, with references, that the firm has completed in the last five to six years;
      k. A minimum of three (3) references who can verify the firm's ability to provide the scope of services requested;
      l. Notice of Litigation;
         i. Provide information regarding any filed, pending or threatened litigation during the past five years against your firm.

B. The general section shall be limited to a maximum length of twenty (20) pages. The cover page, page dividers, and signed attachments do not count against the page limit. A page is considered as each side of a sheet, and it would be acceptable to print one-sided.

C. All statements of qualifications will be reviewed by committee. The Unified Government reserves the right to ask for clarifications or expansion of information submitted by any or all offerors. Selection will be based on the written qualifications and including any written amendments or at its discretion prepare a short list of no fewer than three (3) candidates that it considers to be most qualified, unless the committee determines that fewer than three firms are qualified. The selection committee may or may not interview any of the selected firms.

For questions and inquiries contact Laura Wilt, llwilt@wycokck.org or 913-573-5447. Telephone conversations must be confirmed in writing by the interested party.

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

Please submit one (1) marked original and one (1) marked copy in the sealed envelope with the name of the Request for Qualifications and #N43331 Consultant Advisory Services for the Unified Government clearly marked on the outside of the envelope.

One (1) electronic copy containing an exact PDF format of all the documents **must** be submitted in the e-Procurement site which may be accessed through this link: **https://purchasing.wycokck.org/eProcurement/Vendor_Login.aspx.**

II. Proposed Project Schedule

Date	Event
Thursday, October 8, 2026	Distribution of RFQ
Thursday, October 15, 2026	Last day for Offerors s to submit written questions (Noon, CST)
Monday, October 19, 2026	Responses to written questions from Offerors will be provided
Tuesday, October 27, 2026	Responses due before 2:00 p.m. CST
TBD	Notice to firms selected for interviews
TBD	Contract Award

Contract Term and Renewals

The initial contract term shall be for a period of one (1) year at the sole discretion of the Unified Government, the contract may be renewed for up to four (4) additional one-year periods, subject to continued need for the services, availability of funding and all required approvals.

The Unified Government does not guarantee that any renewal options will be exercised and reserves the right to allow the contract to expire at the end of any contract term.

Instructions for Submission of Statement of Qualifications

Your response, including the signature page set out as Attachment A, should be delivered as follows:

Day and Date Proposal is due:	Tuesday, October 27, 2026
Time Proposal is due:	2:00 PM, Central Time
Send Proposal to:	Unified Government of Wyandotte County / Kansas City, KS Department of Clerks Office 701 North 7th Street, Suite 323 Kansas City, Kansas 66101-3064 Attention: Laura Wilt

Registration in the e-procurement system is required in order respond to this Request for Qualifications. Questions regarding the registration or upload process can be sent to Laura Wilt, llwilt@wycokck.org.

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

You may use this as a label if you wish.

Unified Government of Wyandotte County/Kansas City, KS

Attn: Unified Government Clerks Office

701 N. 7th Street, Room 323

Kansas City, Kansas 66101

REQUEST FOR QUALIFICATIONS

Consultant Advisory Services for the Unified Government of Wyandotte County/Kansas City, KS

RFQ N43331

OPENING DATE/TIME:

October 27, 2026 - 2:00 PM

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

Offerors must submit a complete proposal that includes the following: Signature page, Debarment, and No Response Form, Form as Attachments 2, 3, and 4 on the Unified Government's e-procurement site which can be accessed at: https://purchasing.wycokck.org/eProcurement

If Offeror has not previously done so, please register to do business with the Unified Government at the website mentioned above, this is a requirement for participating in the Request for Qualifications process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time of at least **TWO (2) days** prior to the response deadline to begin the uploading process and to finalize your submission.

III. Selection Criteria

Offerors will be selected based on experience and expertise in the areas listed below.

1. **Related Experience and References for Similar Projects**
    a. Describe the firm's experience providing program advisory, technical, or similar professional services for large-scale, complex, mixed-use development.
    b. Relevant experience should include projects involving professional sports stadiums or venues, entertainment districts, major infrastructure, public-private development, and other comparable large-scale projects.
    c. Provide specific examples demonstrating the firm's experience and qualifications for each area of the Potential Scope of Services for which the firm is proposing to provide services.
    d. For each relevant project, identify the client, project type and scale services provided by the firm, the firm's role, and the results or outcomes achieved.
    e. How knowledgeable are the firm's personnel of the local area and how many individuals have worked in the area previously?

2. **Qualifications of Key Personnel**
    a. Identify the key personnel who would be assigned to the project and describe each individual's role and responsibility.
    b. Provide resumes for key personnel, including relevant experience with projects of similar size, complexity, and scope
    c. Identify the proposed project lead and primary point of contact for the Unified Government.

d. If the Offeror proposes to use subcontractors, consultants, or other members of a project team, identify those entities and the individuals who would have significant roles in the engagement.

3. Project Approach

a. Describe the firm's proposed approach to providing the services for which it is responding and how that approach would support the Unified Government's goals for the project.
b. The firm's response should demonstrate an understanding of the complexity of a large-scale mixed-use development incorporating professional sports, entertainment, infrastructure, public financing, private development, and multiple public and private stakeholders.
c. Describe how the firm would organize and manage the work; coordinate with Unified Government Staff, other advisors, developers, and project stakeholders; identify and evaluate key issues and risks; and provide independent analysis and recommendations to the Unified Government in its role as program or technical advisor.

4. Managing available budget.

a. How well does the firm demonstrate the ability to manage the available budget from previous projects?

IV. **Attachments**

Attachment 1 – Exhibit A – General Contractual Provisions
Attachment 2 – Signature Page
Attachment 3 – Debarment
Attachment 4 – No Response Form

Attachment 1

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, GENERAL CONTRACTUAL PROVISIONS

1. ***Parties:*** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "Arbor Masters.", 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, amended, or supplemented 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. The Unified Government expressly states that it will not be bound by any content on CONTRACTOR'S website, even if the CONTRACTOR'S documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.

5. **Tariffs.** Vendor shall be responsible for assessing and accounting for any potential impact of tariffs, duties, or other governmental measures affecting the cost of goods, services or materials ("Tariffs") under this Agreement, and shall make reasonable efforts to mitigate the impact of any tariffs on the agreed contract price.

    a. Notwithstanding the above, in the event tariffs are imposed or adjusted during the term of this Agreement resulting in an equipment or material price increase, the Parties shall engage in good faith negotiations to equitably adjust the contract price to reflect the impact of such tariffs. Any adjustment shall reflect only the additional costs directly attributable to the change in tariffs from the date of bid opening and shall not include any indirect or speculative costs.

    b. Vendor shall provide written notice of the increased costs caused by tariffs, supported by documentation sufficient to substantiate the cost increase (including but not limited to: CBP Form 7501, commercial invoices, bill of lading or shipping documents indicating international sourcing) within 30 days of becoming aware of the change. Failure to provide timely notice shall constitute a waiver of the right to

seek a price adjustment under this clause.

c. Vendor shall not use the imposition of tariffs as grounds for claiming a force majeure event, non-performance, delayed performance, or termination of this Agreement.

6. ***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.

7. ***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.

8. ***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.

9. ***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.

10. ***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 rights 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.

11. ***Discrimination in Delivery of Services Prohibited.*** During the performance of this

Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

12. ***Equal Opportunity.***

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 ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in 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 Acts 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.

13. ***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, 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, will not retain, and promises it 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.

14. ***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 of any provision of this Agreement by such party.

15. ***Disagreement Between Provision; Severability.*** In the event there is a conflict between the Terms & Conditions of these General Contractual Provisions and any other applicable agreement between the Unified Government and CONTRACTOR, the term which provides the most protection for the Unified Government shall take precedence. These General Contractual Provisions are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

16. ***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.

17. ***Disclaimer of Liability.*** The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

18. ***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;
- Acts other than those specified may constitute substantial breach of this Agreement.

19. ***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 obligation 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;

and

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.

20. ***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 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.

21. ***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.

22. ***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 or her records for a period of three years after the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

23. ***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.

24. ***Defense, Indemnification, and Hold Harmless.*** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the Unified Government and its officers, directors, employees, agents, and representatives (collectively, "Indemnitees") from and against any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and litigation costs (collectively, "Losses"), arising from or in connection with CONTRACTOR'S performance or nonperformance of its obligations under this Agreement, or from the negligence, active or otherwise, of CONTRACTOR, its agents, employees, or subcontractors, except to the extent that such Losses are caused by the sole negligence or intentional misconduct of an Indemnitee.

25. ***Duty to Defend.*** CONTRACTOR'S obligation to defend the Indemnitees shall arise upon the Unified Government's receipt of any demand or notice of a potential claim and shall extend to the entire proceeding regardless of whether any Indemnitee's ultimate liability is established. The Unified Government shall provide CONTRACTOR with prompt written notice of any claim for which defense is sought; provided that failure to provide timely notice shall not relieve CONTRACTOR of its defense obligation except to the extent CONTRACTOR is materially prejudiced by such failure. CONTRACTOR shall have the right to select and direct counsel, subject to the Unified Government's right to approve such counsel (which approval shall not be unreasonably withheld), and the Unified Government shall cooperate fully in the defense. The Unified Government shall have the right to participate in such defense with counsel of its own choosing and at CONTRACTOR's expense if (i) CONTRACTOR fails to assume the defense within ten (10) business days of notice, (ii) there exists an actual conflict of interest between CONTRACTOR and the Unified Government in the defense, or (iii) the claim involves matters materially affecting the Unified Government's interests beyond the scope of this indemnity. No settlement of any claim shall be made without the Unified Government's prior written consent if such settlement imposes any obligation, admission, or liability on the Unified Government. CONTRACTOR's obligations under this Section shall survive the expiration or termination of this Agreement.

26. ***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.

27. ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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Attachment 2 - Signature Page

By submission of this response, the undersigned certifies that the Offeror has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

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

Attachment 3
DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of $50,001. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
   a. The Offeror and/or any of its Principals:
      i. _____ Are _____ Are not
      Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
      ii. _____ Have _____ Have not
      Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statuettes 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 exits will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and

6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (printed)	Signature
Title	Date
Company	Project

For Office Use Only: Bid_____ RFQ_____ P.O. #_____

NO RESPONSE FORM – Attachment 4

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: Laura Wilt Telephone: (913) 573-5447 Return by Fax: (913) 573-5444

Due Date: 9/27/2026

Number: RFQ N43331

Description: Consultant Advisory Services for the Unified Government of Wyandotte County/Kansas City, KS

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.: _____