



**Notice of Need N25923**

**Information for Redevelopment of Silver City Park Site**

**Date of Request: November 6, 2015**

**Response Due By: November 30, 2015, 4:00 PM, CST**

Written responses and requests for information should be directed to:

Sharon Reed  
Unified Government of Wyandotte County/Kansas City, Kansas  
Office of Procurement & Contract Compliance  
Fax: 913-573-5465  
sreed@wycokck.org

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### Vision Statement

*Wyandotte County is  
an urban community with a small town feel  
where people live in close knit, diverse, safe neighborhoods for life.*

*Our people enjoy a healthy lifestyle,  
a variety of community amenities, and  
thriving employment opportunities.*

*Wyandotte County is a place that is  
easy to stay in and hard to leave.*

## **Introduction**

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking proposals from qualified development firms to redevelop the grounds of the former Silver City Park.

The UG will accept proposals from firms interested in providing the requested services. Proposals must be received by no later than 4:00 P.M. local time on Monday, November 30, 2015. (See Page 7 for more detailed submission information.)

## **General Background and Proposed Development Site**

The park grounds is located at 2516 Lawrence Avenue in the historic Argentine section of Kansas City, KS. The site was last operated as a park in the 1990's and has remained closed for public use. No park equipment or public infrastructure exists on the site and it is estimated that 10-15 acres of the (40) acre tract of land could be developed for single family residential use.

Exhibit B (Map) provides a satellite view of the site which is situated across the street from Silver City Elementary School within an existing neighborhood with mature and well-maintained homes. The site is also within walking distance of the Argentine Middle and J.C Harmon High School campuses.

## **Current Development**

Recent commercial activity near the site along Metropolitan Avenue include the opening of two (2) new grocery stores, a new public library branch, park improvements and the recent announcement of a Dunkin Donuts franchise location near the 18<sup>th</sup> Street Expressway access ramps.

## **Site Visit**

Public access to the site is restricted, but UG Parks & Recreation staff can coordinate appointments to visit the site with advance notice. Contact Jack Webb at (913) 573-8327.

## Proposal Requirements

Any interested party (“Respondent”) shall submit a proposal containing the following:

1. Cover letter
2. A brief summary describing Respondent’s experience, qualifications and firm capacity;
3. Current resume (s) of key staff for this project, and firm profile if applicable;
2. A description of the respondent’s proposed approach that articulates the Respondent’s interest and the type of redevelopment envisioned for the site;
3. Summary of the project management team and/or development partners;
4. References from at least three (3) agencies for whom you have provided similar redevelopments and partnerships with local communities.

## Fee Proposal

Respondents should submit an itemized list of all direct and indirect cost associated with the performance of the project.

Respondent shall limit its proposal to ten (10) pages, excluding any exhibits and/or attachments. Respondent must clearly mark its proposal: **“INFORMATION FOR REDEVELOPMENT OF FORMER SILVER CITY PARK SITE”**.

## Proposed Schedule

The following timeline is anticipated for the selection process:

| Date              | Event  |
|-------------------|--|
| November 6, 2015  | Distribution of NON  |
| November 10, 2015 | Last day for respondents to submit written questions (Noon, CST) |
| November 13, 2015 | Final day answers to questions from respondents will be provided |
| November 30, 2015 | Responses due before 4:00 p.m. CST                               |
| TBD               | Short listed firm(s) possible interviews                         |
| TBD               | Selected firm  |

## **Instructions for Submission of Proposal**

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

Day and Date Proposal is due: Monday, November 30, 2015

Time Proposal is due: 4:00 PM, Central Time

Send Proposal to:

Unified Government of Wyandotte County / Kansas City, KS

Department of Procurement & Contract Compliance

701 North 7th Street, Suite 649

Kansas City, Kansas 66101-3064

Attention: Sharon Reed

All respondents must submit a completed copy of its response on the Unified Government's e-procurement site which can be accessed at:

**[https://purchasing.wycokck.org/eProcurement/Vendor\\_Login.aspx](https://purchasing.wycokck.org/eProcurement/Vendor_Login.aspx)**

Registration in the e-procurement system is required in order respond to this proposal. Questions regarding the registration or upload process can be sent to Sharon Reed (sreed@wycokck.org). Additionally, one (1) copy of the complete response must be submitted on a CD in Word Format or PDF.

To:

Unified Government of Wyandotte County / Kansas City, KS

Department of Procurement & Contract Compliance

701 North 7th Street, Suite 649

Kansas City, Kansas 66101-3064

Attention: Sharon Reed

All questions regarding this NON should be in written form and sent via email or fax to:

Sharon Reed

Unified Government of Wyandotte County/Kansas City, Kansas

Fax: 913-573-5444

sreed@wycokck.org

**The last day for submission of written questions (via email is 12:00 p.m. (noon) CST, Tuesday, November 10, 2015.**

Prohibition against Contact: No Unified Government staff person, elected official or other professional advisors should be contacted during the solicitation process unless you are specifically directed to do so. The Unified Government reserves the right to reject the response of any respondent failing to comply with this provision and the risk of receipt of misinformation that could result will be borne solely by such respondent.

*Representatives of any firm contacting Unified Government officials without prior approval may be excluded from any further consideration for selection.*

All questions received, and their answers, will be provided in writing to each firm known to be in receipt of this Notice of Need in accordance with the schedule stated on Page 4.

## **Selection Process**

- Qualifications, experience, and performance of the Respondent.
- Impact and tangible benefit to the surrounding neighborhood and community.
- Development approach and use of sustainable design, materials, and environmental impact.

The Unified Government reserves the right to select or reject any or all responses submitted, waive any formal response requirements, investigate the qualifications and experience of any respondent, reject any provisions in any response, obtain new responses, request clarifications or additional information, negotiate the requested services and contract terms with any respondent, and/or proceed to do the work otherwise. The Unified Government is not responsible for any costs incurred by respondents in preparing responses or attending meetings during the selection process.

The Unified Government reserves the right to retain all responses and information submitted and to any idea or concept contained in any submitted information regardless of whether that firm is selected. Submittal of a response indicates acceptance by the respondent of all these terms and conditions.

**This NON is valid until a selection is made.**

## **Contract Negotiations**

After selection, the Unified Government may initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. The respondent will be responsible for all travel and per diem expenses related to contract negotiations. The Unified Government reserves the right to add terms and conditions during contract negotiations. If the respondent and the Unified Government are unable to come to terms, the Unified Government may terminate negotiations with the respondent initially selected and commence negotiations with another respondent. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designee, or the procurement officer.

## **Required Contractual Terms and Conditions**

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

### **Agreement with Kansas Law**

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

### **Kansas Cash Basis Law**

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. 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.

### **Payment of Taxes**

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

### **Disclaimer of Liability**

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

### **Anti-Discrimination Requirements**

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their 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; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm 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.

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and 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 all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, 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.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

## **Termination for Default**

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

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm 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 subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements Upon request of the selected firm, 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, the selected firm '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 the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm 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 the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

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

- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

### **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 the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

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

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

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

### **Disputes**

All controversies between the Unified Government and the selected firm 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 the selected firm 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 the selected firm may proceed as if an adverse decision had been received.

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

The selected firm 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 the selected firm 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.

## **Representations**

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

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 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

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.

## **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 the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

## **Availability of Records and Audit**

The selected firm 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. The selected firm 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, the selected firm 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.

### **Assignment**

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

### **No Limit of Liability**

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

### **Indemnification**

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

**Notice of Need N25923**

**ATTACHMENTS**

**ATTACHMENT A – Signature Page**

**ATTACHMENT B – Map**

**ATTACHMENT C – Debarment Form**

## Notice of Need N25923

### Information for Redevelopment of Silver City Park Site

#### Attachment A - Signature Page

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

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

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

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

## Attachment B (Map)





**DEPARTMENT OF PROCUREMENT & CONTRACT  
COMPLIANCE**

**ATTACHMENT C**

**SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR  
SUSPENSION**

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - a. The Respondent 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 Respondent shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Respondent 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 Respondent's responsibility. Failure of the Respondent to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Respondent 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 Respondent 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 Respondent 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

|                                       |                  |                     |
|---------------------------------------|------------------|---------------------|
| <b>For Office Use Only: Bid</b> _____ | <b>RFP</b> _____ | <b>P.O. #</b> _____ |
|---------------------------------------|------------------|---------------------|