

(_____) Published in The Wichita Eagle, Monday, January 3, 2022

REQUEST FOR PROPOSAL NO. – 210393

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **11:59 O'CLOCK P. M., FRIDAY, JANUARY 21, 2022.** Submit application through ZoomGrants https://www.zoomgrants.com/zgf/2022-23_2023-24_application

HOUSING & COMMUNITY SERVICES DEPARTMENT

**COMMUNITY DEVELOPMNET BLOCK GRANT, EMERGENCY SOLUTIONS GRANT,
HOME INVESTMENT PARTNERSHIP 2022-2023 & 2023-2024**

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS 67202

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <https://selfservice.wichita.gov/MSS/Vendors/VBids/Default.aspx>

A **PRE-BID CONFERENCE** will be virtual on **Wednesday, January 5, 2022, 3:00pm.** The purpose of the meeting will be to answer questions from vendors regarding the specifications and bid procedure. Contact lbradshaw@wichita.gov to RSVP.

Sealed proposals shall be received in ZoomGrants prior to **11:59 o'clock p.m. Friday, January 21, 2022.**

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas on the 27th day of December 2021.

Melinda A. Walker
Purchasing Manager

ATTENTION

A PRE-PROPOSAL CONFERENCE WILL BE HELD

VIRTUAL

Wednesday, January 5, 2022

3:00 p.m.

Contact lbradshaw@wichita.gov to RSVP

THE PURPOSE OF THE MEETING WILL BE TO REVIEW
REQUIREMENTS AND SPECIFICATIONS
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

* * * * *

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City’s fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.



**Housing &
Community
Services**

CITY OF WICHITA

Community Development Block Grant

Emergency Solutions Grant

**Home Investment Partnership
Program- CHDO Set Aside**

2022-2023 & 2023-2024

Request for Proposal

RFP 210393

REQUEST FOR PROPOSALS FOR PROGRAM YEAR 2022-23 & 2023-24
Table of Contents

Section 1: General Application Information.....Page 3

- A. Proposal Preparation (p. 3)
- B. Proposal Submission (p. 3)
- C. Multiple Applications (p. 4)
- D. Post-award Conditions (p. 4)
- E. Program Environmental Conditions (p. 4)
- F. Discrimination Prohibited (p. 4)

Section 2: CDBG Proposal Information and Requirements & EvaluationPage 6

- A. General Information (p. 6)
- B. CDBG Agency and Program Requirements (p. 6)
- C. Project Eligibility (p. 7)
- D. Scope of Services (p. 7)
- E. Proposal Evaluation (p. 8)
- F. Mandatory Elements (p. 9)
- G. Approach (p. 9)
- H. Technical Qualifications (p. 10)
- I. Cost (p. 10)
- J. Content and Quality Review (p. 10)
- K. Final Selection (p. 10)

Section 3: ESG Proposal Information and Project Requirements & Evaluation.....Page 11

- A. General Information (p.11)
- B. ESG Agency and Project Requirements (p. 11)
- C. Eligible Activities (p. 12)
- D. Eligible Population (p. 12)
- E. Documentation Requirements (p. 13)
- F. Required Components (p. 14)
- G. Proposal Evaluation (p.15)
- H. Mandatory Elements (p. 15)
- I. Approach (p. 16)
- J. Technical Qualifications (p. 16)
- K. Cost (p. 16)

Section 4: HOME Proposal Information and Requirements.....Page 17

- A. General Information (p. 17)
- B. HOME Program Information and Eligibility Requirements (p. 17)
- C. Eligible Activities (p. 17)
- D. Funding Decisions (p. 18)
- E. Proposal Evaluation (p. 18)
- F. Evaluation Criteria (p.18)

Section 5: Application Questions & ZoomGrants.....Page 20

Section 1: General Application Information

A. PROPOSAL PREPARATION

- Requests for proposals this year will be submitted through a new platform, **ZoomGrants**. This is an innovative platform that Paper applications or applications via email will not be accepted.
- A request for proposal is attached. The RFP is also available at the Housing & Community Services Department office or online at <https://www.wichita.gov/Housing/Pages/CommunityInvestments.aspx> and from the City Purchasing Office, Vendor Self Service site: <https://selfservice.wichita.gov/MSS/Vendors/default.aspx>
- Staff will hold a pre-proposal conference via Microsoft Teams on:

Wednesday, January 5, 2021 at 3:00 PM

via a virtual meeting platform

If you would like to attend the pre-proposal conference, please contact lbradshaw@wichita.gov by December 31, 2021 to RSVP. At that time, information will be provided about the programs, regulations, development and submission of applications. Proposers are strongly encouraged to attend this pre-proposal conference for clarification of the RFP components and to obtain answers to questions regarding the RFP. Proposers may also call the Community Investments Division at 462-3725 for additional information regarding the proposal and/or the pre-proposal conference.

- **Deadline:**
Submit application through the ZoomGrants Platform no later than 11:59 pm PST, Friday, January 21, 2022

Proposals received after the deadline will not be considered for funding. Proposals not submitted through ZoomGrants will not be considered for funding.

B. PROPOSAL SUBMISSION

- **Submission Policy:** Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP. There is no expressed or implied obligation for the City of Wichita to reimburse responding proposers for any expense incurred in preparing proposals in response to this request. The City reserves the right to accept or reject any and all proposals.
- **Submission Requirements: Applications will be submitted through Zoom Grants. The application can be found at: https://www.zoomgrants.com/zgf/2022-23_2023-24_application**
- **Corrections to Deficient Proposals:** Community Investments staff will not consider any unsolicited information that proposers may want to provide after the application submission date. Additional information or corrections which are requested by City staff must be received within 24 hours of request.

C. MULTIPLE APPLICATIONS

If your organization is planning to submit applications for more than one funding source (CDBG, ESG, HOME) or multiple categories within the ESG and CDBG categories (i.e. both ESG Homeless Prevention and Homeless Shelter services) **multiple applications** are required to be submitted for review.

ZoomGrants will allow you to submit up to four funding applications under this RFP. To submit additional applications after submitting the first, go to https://www.zoomgrants.com/zqf/2022-23_2023-24_application, log into your account, and you will see the application initially submitted. Then click on View Open Programs, and select Apply Again to start your next application.

D. POST AWARD CONDITIONS

The following documents do not have to be submitted with the proposal. However, prior to contract execution, the successful proposer must:

- Complete and require each of its subcontractors to complete a Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- Submit an Equal Employment Opportunity/Affirmative Action Plan to the City for approval.
- Provide a Certification that no funds provided pursuant to the contract will be used for lobbying pursuant to the February 26, 1990 Federal Register, New Restrictions on Lobbying: Interim Rules.
- Execute a Certification of a Drug-Free Workplace in accordance with the provisions of Subpart F of 24 CFR Part 24.
- Provide a Corporate Resolution authorizing the CEO, Chair or Executive Director to enter into a contract with the City of Wichita.

In addition, the Applicant agrees to comply with:

1. Financial and administrative requirements set forth 2 CFR 200.
2. Provisions of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, or 24 CFR Part 85, as applicable.

G. PROGRAM ENVIRONMENTAL REVIEW CONDITIONS

No HUD funds may be committed to the project until the proposer has secured from the City, environmental approval as provided in HUD regulation 24 CFR Part 58.

For HOME Funding, further, pending this environmental approval and pursuant to 24 CFR Part 58.22, no participant in the development process, including contractors, may undertake an activity if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

H. DISCRIMINATION PROHIBITED

No recipient or proposed recipient of any funds, services or other assistance under the provisions of this application or any program related to this application shall be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this application process on the grounds of race, color, national origin, ancestry, religion, physical handicap, gender or age. (Reference Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352]). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Proposer receiving funds pursuant to this Request for Proposals.

Further the proposer must certify compliance with nondiscrimination and equal opportunity requirements at 24 CFR part 5, subpart A and 24 CFR part 5.105(a), Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the proposer receiving funds pursuant to this application.

The proposer must also make these facts known to applicants and participants and must demonstrate the means by which all such persons are so notified. Records will be required which demonstrate compliance with the nondiscrimination and equal opportunity requirements including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in ESG-funded activities and affirmative outreach components.

Section 2: CDBG Proposal Information and Requirements

A. GENERAL INFORMATION

The City of Wichita has proposed a Five-Year Consolidated Plan designating as a priority the provision of Public Services, to be delivered in partnership with local community agencies and institutions. Priority needs for the 2022-2023 & 2023-2024 program years were identified by our community and include crime prevention, job training, and youth recreation/enrichment. The City of Wichita is requesting proposals from qualified agencies or governmental entities for the provision of services listed below with estimated funding for the 2022-23 year as follows:

<u>Service</u>	<u>Exhibit</u>	<u>Funding Amount*</u>
Domestic Violence Shelter Services	A	\$250,000
Youth Crime Prevention & Enrichment Activities	B	\$150,000

***These amounts are based on estimated allocations. Funding may be increased or decreased based on actual 2022-2023 federal grant award.**

The award amount for 2022-23 will be granted again for 2023-24 based on performance. Additionally funding may be increased or decreased based on actual 2023-2024 federal grant award. In applying for this request for proposals, you are applying for a two year funding cycle.

These services are to be implemented using federal Community Development Block Grant (CDBG) funds provided to the City of Wichita by the U.S. Department of Housing and Urban Development (HUD). Such services are to be provided in accordance with all applicable local, state and federal laws, regulations and standards.

Please note: During the 2019-2023 funding cycle, the City of Wichita will give preference to qualified entities that have not received three consecutive years of CDBG funding. Being this is the Fourth Program Year Action Plan, this is the first year this preference will be implemented. The underwriting guidelines will also change. Requested CDBG funding may not exceed 40% of the total project/program budget.

B. CDBG AGENCY AND PROGRAM REQUIREMENTS

Agency Requirements

- Proposer must be a registered not-for-profit 501(c)(3) or (c)(4) corporation or governmental entity.
- Proposer must have a current State of Kansas Certificate of Good Standing.
- All outstanding obligations from previous CDBG allocations must be met prior to execution of the new contract for PY 2022-23 and the same for PY 2023-24.
- Proposer must have no conflict of interest, including direct or indirect financial interest in the program, with regard to any officer or employee of the entities involved, including the City of Wichita.
- Proposer must address the respective service specifications outlined in the Scope of Services.
- Proposer must provide a copy of most recent audit and note when the audit was due and submitted to the Federal Audit Clearinghouse identifying any deficiencies noted in audits conducted by Federal or

State regulatory agencies during the last 12 months, if the agency has expended more than \$750,000 in federal funds in the last fiscal year. If the agency has not expended more than \$750,000 in federal funds in the last fiscal year, a copy of financials should be submitted.

- While not required, proposers are reminded that federally-funded programs must seek to provide contracting opportunities to minority- and women-owned businesses/enterprises, Section 3-eligible clients and Section 3 business concerns. Proposers should contact Community Investments staff for specific instructions if they anticipate subcontracting opportunities associated with this proposal.

Project Requirements

- Project must serve low to moderate income residents of the City of Wichita. (See Exhibit 1)
- Project must comply with the HUD Outcome Performance Measurement System.
- Project contract term is 24 months, July 1, 2022 through June 30, 2024. Funding for the second program year, July 1, 2023 through June 30, 2024 will be based on funding availability and the first year's contract performance.

C. PROJECT ELIGIBILITY

In order to meet a designated HUD national objective, this project must benefit low/moderate income individuals/households in the City of Wichita, as detailed below:

- *L/M Limited Clientele:* The project benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are L/M income persons. Preference will be given to projects serving greater numbers of L/M income persons. The following groups are presumed to have low/moderate income: abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers.

The purpose of these projects is to provide public services to improve the quality of life for low and moderate income persons by promoting family stability, reducing crime and providing positive enrichment opportunities. (See Exhibit 1 for 2021 low and moderate income limits).

D. SCOPE OF SERVICES

1. DOMESTIC VIOLENCE SHELTER SERVICES

Objective: To promote self-sufficiency, family stability, safety, and justice for abused women and children.

General Information: In 2017 there were 10,058 reported domestic violence incidents in the City of Wichita, according to the Wichita Police Department. Individuals and families who are victims of domestic violence, sexual assault and stalking will need temporary housing assistance. Services can include individual and/or family shelter, as well as supportive services for victims residing in temporary housing/shelter. Supportive services may include crisis intervention, safety planning, court advocacy, case management and similar services to promote family sufficiency.

Note: Proposal should detail the shelter services to be administered, and indicate anticipated number of women and children to be served.

Project Overview and Purpose: The City of Wichita proposes to allocate \$250,000 in CDBG funds for shelter services, victim advocacy, and outreach programs during the period of July 1, 2022 through June 30, 2023 and again for July 1, 2023 through June 30, 2024.

2. YOUTH CRIME PREVENTION & ENRICHMENT

Objective: To engage middle-school age youth from at-risk households in activities that will prevent crime and enrich lives using evidence or curriculum based practices.

General Information: The Wichita Police Department has identified the following risk factors related to juvenile crime: unemployment, lack of education (drop out), lack of skills, poverty, poor economic conditions, and breakdown of the family structure. According to the Office of Juvenile Justice and Delinquency Prevention (OJJDP), violent juvenile crime peaks on school days during the hours of 3pm and 7pm. On non-school days data suggests that juvenile crime peaks between the hours of 7pm and 9 pm. The City of Wichita has designated funding to provide middle-school youth in L/M income households with activities that will address all or some of these risk factors and reduce juvenile crime.

Because enrichment programs serve the purpose directly or indirectly, of crime prevention, the following types of enrichment/prevention programs will be considered:

- Gang-prevention programming
- Tutoring/mentoring services
- Health and Wellness activities
- Social skills training
- Parental Involvement

Project Overview and Purpose: The City of Wichita proposes to allocate \$150,000 in CDBG funds to provide Youth Crime Prevention and Enrichment activities during the period of July 1, 2022 through June 30, 2023 and again for July 1, 2023 through June 30, 2024. Preference will be given to evidenced-based programs or programs with curricula based on a best-practice or proven-result model.

E. PROPOSAL EVALUATION

The City Council has designated a Grants Review Committee made up of business, nonprofit and neighborhood representatives to evaluate proposals and make recommendations to the City Manager. The City Manager will consider Grants Review Committee recommendations in preparing a final recommendation for City Council approval. The City Council will make the final determination as to which agencies/programs to fund for PY 2022-23 and PY 2023-24.

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interest, to:

- Make an award on the basis of greatest benefit to the City and not necessarily on the lowest cost;
- Accept or reject any or all proposals submitted;
- Accept part or all of a specific proposal;
- Select a single vendor or more than one vendor to provide a specific service;
- Request additional information or clarifications from Proposers;
- Retain all proposals submitted; and
- Retain any ideas in a proposal regardless of whether that proposal is selected.

Higher consideration will be given to proposals that:

- Include and identify collaboration with other agencies to enhance delivery of the proposed programs;

- Demonstrate a proven history of success with services similar to that of the proposed program; or
- Are based on a recognized best-practice model

During the 2019-2023 funding cycle, the City of Wichita will give preference to qualified entities that have not received three consecutive years of CDBG funding. The underwriting guidelines will also change. Requested CDBG funding may not exceed 40% of the total project/program budget.

There will be a three phase evaluation process. First, City staff will determine if the proposals meet the minimum threshold of information and reasonableness. Staff will utilize sections A-D below for this phase. Proposals which meet this threshold will be reviewed for content and quality according to the criteria on this page, and through oral presentations, for the second review phase. Final review and funding decisions will be made by the City Council.

F. MANDATORY ELEMENTS

The Proposer must:

- Be incorporated or a governmental entity, and licensed (if applicable) to practice the outlined Scope of Services in Kansas.
- Have no conflict of interest with regard to any officer or employee of the companies involved, including the City of Wichita.
- Adhere to the instructions of this Request for Proposal.
- Identify all subcontractors/consortiums.
- Have no major external quality control, regulatory or licensing deficiencies and have a record of quality service delivery.
- Provide evidence of general liability insurance in the minimum amount of \$500,000.
- Include a current list of the Board of Directors.
- Provide a copy of most recent audit and note when the audit was due and submitted to the Federal Audit Clearinghouse identifying any deficiencies noted in audits conducted by Federal or State regulatory agencies during the last 12 months, if the agency has expended more than \$750,000 in federal funds in the last fiscal year. If the agency has not expended more than \$750,000 in federal funds in the last fiscal year, a copy of financials should be submitted.
- Provide a proposal cover page containing an authorized signature.
- Submit a full and complete proposal

G. APPROACH

The Proposal should:

- Clearly demonstrate how the proposed project will address the factors identified in the scope of services and provide an adequate plan to address all RFP requirements.
- Demonstrate adequate staffing resources to successfully implement the proposed project.
- Demonstrate program value, including a program budget that is reasonable and appropriate.
- Include outcome measures that are clearly defined, can be objectively measured, and are realistically attainable.
- Demonstrate a program design based on documented community need, research/outcome data, or an identified “best practice” approach.
- Identify how the proposed project will strengthen families or increase parental involvement with youth.

- Clearly demonstrate how the project and organization embrace innovation and collaboration.

H. TECHNICAL QUALIFICATIONS

The proposer has:

- Experience and expertise, based on past performance, to fulfill all RFP requirements.
- Professional staff with knowledge, skills and abilities commensurate with the project needs.
- Experience successfully implementing CDBG (or other Federal and/or State) funded programs.
- Demonstrated successful experience collaborating with other community agencies.
- Demonstrated ability to leverage additional resources, including community partnerships (volunteers and/or staff) or other non-City funds

I. COST

The proposed budget:

1. Includes cost detail, narrative, and justification that is reasonable and appropriate
2. Demonstrates that project administrative costs are reasonable and proportionate to total agency administrative costs.
3. Requested amount from CDBG funding must not exceed 40% of the proposed project budget

J. CONTENT AND QUALITY REVIEW

The review and selection process includes:

1. Confirmation of timely submission and proposal completion
2. Staff analysis
3. Grants Review Committee Review and ranking
4. Oral Presentations and Question/Answer session (Public comment invited)
5. Funding recommendations

K. FINAL SELECTION

The City of Wichita will select proposers based on the Grants Review Committee's recommendation to the City Manager and the City Manager's recommendation to the City Council. The City Council will make the final determination as to which agencies are funded.

Section 3: ESG Proposal Information and Requirements

A. GENERAL INFORMATION

The City of Wichita has adopted a Five-Year Consolidated Plan which identifies services for the homeless as a priority need in our community. This priority need is addressed through the expenditure of federal Emergency Solutions Grant (ESG) funds which are made available to the City by the U.S. Department of Housing and Urban Development (HUD). Funding for ESG grants is authorized through the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009, and includes specific provisions and objectives.

The ESG program provides funding to: (1) engage homeless individuals and families living on the street; **(2) improve the number and quality of emergency shelters for homeless individuals and families;** **(3) help operate these shelters;** **(4) provide essential services to shelter residents;** (5) rapidly re-house homeless individuals and families; and (6) prevent families and individuals from becoming homeless.

The City of Wichita is issuing this Request for Proposals (RFP) seeking qualified corporations and/or governmental entities to

- Provide Homeless Assistance services (items two through four, above) under the Emergency Solutions Grant program. The total amount of anticipated funding available is **\$135,628**. This is based on estimated allocations, and may be increased or decreased based on actual amount of federal grant award, and
- Provide Prevention services (item six, above) under the Emergency Solutions Grant program. The total amount of anticipated funding available is **\$38,146**. This is based on estimated allocations, and may be increased or decreased based on actual amount of federal grant award

The broad category of Homeless Assistance includes Street Outreach and Emergency Shelter components. Eligible services for each component are described in detail on page 4 under "B. Eligible Activities". All services are to be provided in accordance with all applicable local, state and federal laws, regulations and standards.

B. ESG AGENCY AND PROJECT REQUIREMENTS

Agency Requirements

- Proposer must be a registered not-for-profit 501(c)(3) or (c)(4) corporation or governmental entity.
- Proposer must have a current State of Kansas Certificate of Good Standing.
- All outstanding obligations from previous ESG allocations must be met prior to execution of the new contract for PY 2022-2023 and 2023-2024.
- Proposer must have no conflict of interest, including direct or indirect financial interest in the program, with regard to any officer or employee of the entities involved, including the City of Wichita.
- Proposers must address the respective service specifications as outlined in the Eligible Activities and Populations.
- Proposer must provide a copy of most recent audit and note when the audit was due and submitted to the Federal Audit Clearinghouse identifying any deficiencies noted in audits conducted by Federal or State regulatory agencies during the last 12 months, if the agency has expended more than \$750,000 in federal funds in the last fiscal year. If the agency has not expended more than \$750,000 in federal funds in the last fiscal year, a copy of financials should be submitted.

- While not required, proposers are reminded that federally-funded programs must seek to provide contracting opportunities to minority- and women-owned businesses/enterprises, Section 3-eligible clients and Section 3 business concerns. Proposers should contact Community Investments staff for specific instructions if they anticipate subcontracting opportunities associated with this application.

Project Requirements

- Project contract term is 24 months, July 1, 2022 through June 30, 2024. Funding for the second program year, July 1, 2023 through June 30, 2024 will be based on funding availability and the first year's contact performance.
- Data on persons served and all activities assisted under ESG must be entered into the Homeless Management Information System (HMIS). Victim service providers or legal services providers may use a comparable database instead of the HMIS. **HMIS data reporting error rates may not exceed 25% for any one factor. This will be an element of all contractual agreements.**

C. ELIGIBLE ACTIVITIES

Emergency Shelter

- Major Rehabilitation, Conversion, or Renovation of a building to serve as a homeless shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost. Note: Property acquisition and new construction are ineligible ESG activities.
- Essential Services such as case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
- Shelter Operations, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings.

For specific requirements and eligible costs, see 24 CFR 576.102.

Prevention

- Housing relocation and stabilization services and/or short and/or medium-term rental assistance necessary to prevent the individual or family from moving into an emergency shelter. This can include rental assistance, arrears, and application fees, security deposits, utility payments and payments for moving costs. For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106. (Organizations applying for this funding must be able to demonstrate capacity and experience in the management of a rental assistance program utilizing ESG funds.)

D. ELIGIBLE POPULATIONS

Emergency Shelter eligible populations:

Literally Homeless. Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Fleeing/Attempting to Flee DV. Any individual or family who: (i) is fleeing, or is attempting to flee, domestic violence; (ii) has no other residence; and (iii) lacks the resources or support networks to obtain other

permanent housing.

Imminent Risk of Homelessness. Individual or family who will imminently lose their primary nighttime residence, provided that: (1) residence will be lost within 14 days of the date of application for homeless assistance; (ii) no subsequent residence has been identified; and (iii) the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Homeless under other Federal statutes. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) are defined as homeless under the other listed federal statutes; (ii) have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) have experienced persistent instability as measured by two moves or more during the preceding 60 days; and (iv) can be expected to continue in such status for an extended period of time due to special needs or barriers.

Homelessness Prevention eligible populations:

Imminent Risk of Homelessness. Individual or family who will imminently lose their primary nighttime residence, provided that: (i) residence will be lost within 14 days of the date of application for homeless assistance; (ii) no subsequent residence has been identified; and (iii) the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Homeless under other Federal statutes. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) are defined as homeless under the other listed federal statutes; (ii) have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) have experienced persistent instability as measured by two moves or more during the preceding 60 days; and (iv) can be expected to continue in such status for an extended period of time due to special needs or barriers.

Fleeing/Attempting to Flee DV. Any individual or family who: (i) is fleeing, or is attempting to flee, domestic violence; (ii) has no other residence; and (iii) lacks the resources or support networks to obtain other permanent housing.

E. DOCUMENTATION REQUIREMENTS

The HEARTH Act specifies the record-keeping requirements for each person/family served. Documentation of each program participant's qualification as a homeless family or individual is detailed below and must be retained, along with other program participant records, for four years after the expenditure of all funds from the grant under which the program participant was served.

Literally Homeless.

- Written observation by the outreach worker; or
- Written referral by another housing or service provider; or
- Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;
- For individuals exiting an institution, one of the forms of evidence above and:

- Discharge paperwork or written/oral referral, or
- Written record of intake worker's due diligence to obtain above evidence and certification by individual that they existed in an institution

Imminent Risk of Homelessness

- Eviction letter, or notice from landlord. A court ordered eviction is not required; or
- For individual and families leaving a hotel or motel, evidence that they lack the financial resources to stay; or
- A documented and verified oral statement; and
- Certification that no subsequent residence has been identified; and
- Self-certification or other written documentation that the individual or family lacks the financial resources and support necessary to obtain permanent housing

(A determination of the ability of a tenant or tenants to sustain rent payment/housing expenses once assisted, is not a part of the regulation applicable to this program and is not required.)

Homeless under other Federal statutes

- Certification by the nonprofit or state or local government that the individual or head of household seeking assistance meets the criteria of homelessness under another federal statute; and
- Certification of no permanent housing in last 60 days; and
- Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; and
- Documentation of special needs or two or more barriers

Fleeing/Attempting to Flee DV

- *For victim service providers:*
 - An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.
- *For non-victim service providers:*
 - Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and
 - Certification by the individual or head of household that no subsequent residence has been identified; and
 - Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

F. REQUIRED COMPONENTS

Match. All ESG funds must be matched in cash or in-kind. In-kind sources may include new staff or volunteer time, the donation of materials and buildings, or the value of any lease on a building. The proposer must detail that the proposed match is equal to or more than the requested amount of funding.

G. PROPOSAL EVALUATION

Following are the components of the proposal review and evaluation process:

1. Confirmation of timely submission and proposal completion
Staff will confirm the proposal is complete and was received by the due date. Proposal Format and Rating Factors listed on page 10 will be used for this review.
2. Staff analysis
Staff will evaluate proposals which are complete and were timely received, for compliance with the Mandatory Elements which begin on page 9. Proposals in compliance with the Mandatory Elements will be referred to the Continuum of Care (CoC) for review and recommendation. Staff will participate in the CoC review as needed.
3. Continuum of Care review and recommendation
The CoC will establish criteria for proposal review. Members of the CoC who have submitted proposals will not be eligible to participate in the review of program proposals.
4. Funding recommendations
The CoC will forward recommendations to the Community Investments staff. Recommendations may be reviewed by the Grants Review Committee but will ultimately be referred to the City Council. The Wichita City Council will select a proposer/proposers based on these recommendations.

In all of the review steps higher consideration will be given to proposals that:

- Include and identify collaboration with other agencies to enhance delivery of the proposed programs;
- Demonstrate a proven history of success with services similar to those of the proposed program; or
- Are able to link services to moving families to stability and prepared for permanent housing.

The City of Wichita reserves the right, where it may serve the City's best interest, to:

- Make an award on the basis of greatest benefit to the City and not necessarily on the lowest cost;
- Accept or reject any or all proposals submitted;
- Accept part or all of a specific proposal;
- Select a single vendor or more than one vendor to provide a specific service;
- Request additional information or clarifications from proposers;
- Retain all proposals submitted; and
- Retain any ideas in a proposal regardless of whether that proposal is selected.

The staff review will assess the proposer's capacity and plan based on the following **Mandatory Elements**.

H. MANDATORY ELEMENTS

The proposer must:

- Be incorporated or a governmental entity, and licensed to implement the proposed services in Kansas.
- Have no conflict of interest with any officer or employee of the companies involved, including the City
- Adhere to the instructions of this Request for Proposal.
- Identify all subcontractors/consortia.

- Have no major external quality control, regulatory or licensing deficiencies and have a record of quality service delivery.
- Provide evidence of general liability insurance in the minimum amount of \$500,000.
- Submit a current list of the Board of Directors.
- Provide a copy of most recent audit and note when the audit was due and submitted to the Federal Audit Clearinghouse identifying any deficiencies noted in audits conducted by Federal or State regulatory agencies during the last 12 months, if the agency has expended more than \$750,000 in federal funds in the last fiscal year. If the agency has not expended more than \$750,000 in federal funds in the last fiscal year, a copy of financials should be submitted.
- Provide a proposal cover page containing an authorized signature.
- Submit a full and complete proposal, including Forms A through J, and all required forms and documents.

I. APPROACH

The proposer should:

- Clearly demonstrate a community need and an adequate plan to address all RFP requirements.
- Demonstrate adequate staffing resources to successfully implement proposed project. Funds will not be available through this RFP for agency staff administrative costs other than as specified under essential services.
- Demonstrate program value, including a program budget that is reasonable and appropriate.
- Include outcome measures that are related to the objectives of the ESG program (see page 3), are clearly defined, can be objectively measured, and are realistically attainable.
- Demonstrate a program design based on documented community need, research/outcome data, or an identified “best practice” approach.
- Clearly demonstrate how the project and organization embrace innovation and collaboration.

J. TECHNICAL QUALIFICATIONS

The proposer has:

- Experience and expertise, based on past performance, to fulfill all RFP requirements.
- Professional staff with knowledge, skills and abilities commensurate with the project needs.
- Experience in the successful implementation and management of ESG or HESG programs or other Federal and/or State funded programs.
- Demonstrated successful experience collaborating with other community agencies.
- Demonstrated ability to leverage additional resources, including community partnerships (volunteers and/or staff) or other non-City funds.

K. COST

The proposed budget:

1. Must include cost detail, narrative, and justification that are reasonable, appropriate, and consistent with eligible cost categories described in this RFP.
2. Should also include how the proposer will match, dollar for dollar, the funds which are requested, consistent with the following HUD-approved eligible sources of match for the ESG program: value of any donated material or building; the value of any lease on a building, any salary paid to staff to carry out the program of the recipient; and the value of the time and services contributed by volunteers to carry out the program of the recipient at a rate determined by the HUD Secretary.

Section 4: HOME Proposal Information and Requirements

A. GENERAL INFORMATION

The City of Wichita is requesting applications from City-certified, qualified non-profit Community Housing Development Organizations for the development of housing with estimated funding for the 2022-2023 and 2023-2024 program years as follows:

- Home Investment Partnership (HOME): Housing Development Assistance. (Note: All HOME funds must be used in the Neighborhood Revitalization Area or Local Investment Areas, or Redevelopment Incentives Area for housing activities.) - \$300,000 Maximum funding to be made available to any one agency will be \$225,000 each year.

B. HOME PROGRAM INFORMATION AND ELIGIBILITY REQUIREMENTS

HOME Investment Partnerships: Only City-recognized Community Housing Development Organizations (CHDOs) can apply for these funds. A CHDO is a community-based service organization that has, or intends to retain, staff with the capacity to develop affordable housing in the City's Neighborhood Revitalization Area (NRA) and/or Local Investment Areas (LIA), and/or Redevelopment Incentives Area (RIA)

A CHDO must be a not-for-profit corporation in good standing with a 501(c)(3) or (c)(4) IRS tax-exempt ruling, with documentation on file with the Kansas Secretary of State.

A CHDO must be free of external controls, either from public or for-profit interests. A CHDO must have its own staff and must be capable of engaging in the housing development activity it intends to pursue with HOME funds. In addition, the CHDO's board structure must be in compliance HOME Program regulations.

Applications must be fully completed (see evaluation criteria).

C. ELIGIBLE ACTIVITIES

A CHDO acting as developer, sponsor and/or owner of housing, must undertake development of affordable housing for single-family homeownership, within the City's identified Neighborhood Revitalization Area. Eligible costs include construction/reconstruction, real property acquisition, site improvement and demolition. Other expenses include financial costs, relocation expenses of any displaced persons, businesses, or organizations.

Forms of assistance: The City of Wichita may invest HOME funds as equity investments, interest-bearing and non-interest-bearing loans or advances, interest subsidies, deferred payment loans, or grants. The City reserves the right to establish the terms of assistance based on the needs of the individual project.

Minimum Amount of Assistance: The minimum amount of HOME funds that must be invested in a project is \$1,000 times the number of HOME-assisted units in the project. The HOME Program also has maximum rent amounts, minimum years the project must be affordable, and maximum HOME investment amounts.

Participant Eligibility: Each HOME funded activity requires information on family size and income to ensure that participant family income does not exceed the 80% of median income level, as described in Exhibit 2.

Construction Requirements: Homes constructed with HOME funds must meet current City building code requirements and Energy Star version 3.0 requirements. Homes must also be constructed with active radon remediation systems.

D. FUNDING DECISIONS

The City Council has appointed a Grants Review Committee made up of representatives of business, nonprofit organizations, and neighborhood groups, to evaluate proposals and/or applications and make recommendations to the City Manager. The City Manager will consider Grants Review Committee recommendation in preparing a final recommendation for City Council approval. The City Council will make the final determination as to which agencies/projects to fund for PY 2022-2023 and PY 2023-2024.

E. PROPOSAL EVALUATION

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interest, to:

- Make an award on the basis of greatest benefit to the City and not necessarily on the lowest cost;
- Accept or reject any or all proposals submitted;
- Accept part or all of a specific proposal;
- Select a single vendor or more than one vendor to provide a specific service;
- Request additional information or clarifications from Proposers;
- Retain all proposals submitted; and
- Retain any ideas in a proposal regardless of whether that proposal is selected or not.

F. EVALUATION CRITERIA

City staff will determine if the applications meet the minimum threshold of information and reasonableness. Following are the criteria that staff will utilize for this step:

1. Mandatory Elements

The Applicant must:

- Submit a complete application, including all required forms.
- Be incorporated and licensed (if applicable) to practice the outlined scope of services in Kansas.
- Have no conflict of interest with regard to any officer or employee of the companies involved, including the City of Wichita.
- Adhere to the instructions of this Funding Application.
- Have no external quality control, regulatory or licensing deficiencies and have a record of quality work.
- Qualify as a CHDO.

Applications meeting the above threshold will be reviewed for content and quality according to the following criteria.

2. Approach

- Proposed plan is adequate to fulfill the program requirements.
- Proposal includes adequate staffing resources to fulfill the program requirements.
- Outcome measures are included in the Application.

3. Technical Qualifications

The organization has:

- Experience, capacity, and expertise, based on past projects, to fulfill the program requirements.
- Professional staff has the knowledge, skills and abilities commensurate with the project needs.
- Applicant has experience with federal and/or state programs.

4. Track Record

- Commitment and use of prior year funding.
- Ability and capacity to sell housing units produced, based on past experience.

5. Efficiency/Productivity in the Use of HOME funds

- Number of housing units to be produced, in comparison to the funding requested.
- Budgeted project costs are reasonable and appropriate.

During the evaluation process, the City of Wichita, through the Grants Review Committee, may request that one or all Applicants make an oral presentation. The Wichita City Council will select recipient organizations based on recommendations made by the Grants Review Committee and the City Manager.

Section 5: Application Questions and ZoomGrants

This year's application will be completed and submitted through ZoomGrants. All application questions will be housed in the Zoom Grants platform.

Questions will be tailored to the funding source for which you are applying to.

A preview of the entire application can be found by visiting: https://www.zoomgrants.com/zgf/2022-23_2023-24_application

Challenges and Protests

Challenges

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12th Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316)268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's Vendor Services website, <https://selfservice.wichita.gov> for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

Protests

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's Purchasing Bid Results site <https://www.wichita.gov/Finance/Purchasing/Pages/BidResults.aspx>. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the

solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability
Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate

2. Comprehensive Automobile Liability
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability

\$100,000 Each Accident
\$500,000 Aggregate
\$100,000 Occupational Disease

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

END OF SPECIFICATIONS

(R11-2017)

RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

SUBCONTRACTING/JOINT VENTURES

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.