

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP R41774

For

Municipal Court Debt Collections

Article I. General Information 3

Section I.1 Method of Source Selection.....3

Section I.2 Purpose3

Section I.3 Existing Environment3

Section I.4 Required Review3

Section I.5 Protests and Appeals.....4

Section I.6 Inquiries - Clarifications4

Section I.7 Amendments & Addenda4

Section I.8 Alternate Proposals4

Section I.9 Implied Requirements.....4

Section I.10 Project Timetable & Contract Term5

Section I.11 Location of Work.....5

Section I.12 Proposals and Presentation Costs5

Section I.13 Disclosure of Proposal Contents.....5

Section I.14 Cooperative Procurement6

Section I.15 Independent Contractor Relation.....6

Section I.16 Determination of Responsibility.....6

Section I.17 Evaluation6

Section I.18 Equal Treatment.....7

Section I.19 Award7

Section I.20 Notification of Award.....7

Section I.21 Right to Reject Proposals.....8

Section I.22 Mistakes in Proposals Discovered Prior to Award8

Section I.23 Mistakes in Proposals Discovered after Award.....9

Section I.24 Ownership of Reports, Drawings, Specifications, etc.9

Article II. Standard Proposal Information 9

Section II.1 Authorized Signature9

Section II.2 Supplemental Terms and Conditions.....9

Section II.3 Discussions with Offerors.....9

Section II.4 Prior Experience10

Section II.5 Evaluation of Proposals11

Section II.6 Contract Negotiations11

Section II.7 Failure to Negotiate11

Article III. Standard Contract Information..... 11

Section III.1 Contract Approval11

Section III.2 Proposal as a Part of the Contract.....12

Section III.3 Additional Terms and Conditions.....12

Section III.4 Insurance Requirements.....12

Section III.5 Proposed Payment Procedures.....13

Section III.6 Informal Debriefing14

Section III.7 Offeror’s Personnel.....14

Section III.8 Contract Changes - Unanticipated Amendments.....14

Article IV. Background Information..... 14

Section IV.1 Background Information.....14

Article V. Project Scope 15

Section V.1 Scope of Work15

Article VI. Proposal Format..... 17
REQUEST FOR PROPOSAL..... 18
Municipal Court Debt Collections..... 18
RFP R41774..... 18
OPENING DATE/TIME:..... 18
 Section VI.1 Proposal Format and Content19
 Section VI.2 Requirement to Register19
Submission Requirements Evaluation, and Selection..... 19
Article VII. Submission Requirements 19
Article VIII. Evaluation Criteria..... 20
Attachments..... 22

Article I. General Information

Section I.1 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals (RPF) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Section I.2 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, (“Unified Government”) across multiple departments is accepting competitive proposals from qualified firms for the purpose of “Municipal Court Debt Collections”. The Offeror shall collect debts owed to the District Court (“Court”).

Section I.3 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County’s unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section I.4 Required Review

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be

disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section I.5 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract.

Section I.6 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Arenis Montes, a.montes@wycokck.org, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

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

Arenis Montes

913-573-5279 phone

913-573-5444 fax

a.montes@wycokck.org

Section I.7 Amendments & Addenda

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

Section I.8 Alternate Proposals

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

Section I.9 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise.

It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the proposal.

Section I.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Proposed Project Schedule Date	Event
JANUARY 15, 2026	Solicitation Release
JANUARY 28, 2026, 12:00 P.M. CST	Deadline to submit written questions
JANUARY 30, 2026, 5:00 P.M. CST	Response to written questions
FEBRUARY 12, 2026, 2:00 P.M. CST	Proposals submission deadline
TBA	Interviews
TBA	Contract Start Date

The length of the contract will be from the date of award and continue for a term length of two (2) years with three (3), one-year optional extensions.

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

Section I.11 Location of Work

The location(s) the work is to be performed at the offeror’s place of business within the United States. No portion of the work may be outsourced or performed outside the United States.

Section I.12 Proposals and Presentation Costs

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

Section I.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG’s option.

Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in

confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Section I.14 Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The Offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section I.15 Independent Contractor Relation

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

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

Section I.16 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section I.17 Evaluation

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

Section I.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section I.19 Award

The contract shall be awarded in whole to one Offeror or in part to multiple responsible Offeror(s) whose proposals are determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless a protest is filed as described in the protest section 1.05

Section I.20 Notification of Award

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

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
 - Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
 - Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
 - Come into compliance with Article XI of the Procurement Code regarding compliance with State and federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements."

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form **will be provided to the successful Offeror by the Unified Government**).

Section I.21 Right to Reject Proposals

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

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date or may choose to negotiate with those submitting proposals.

Section I.22 Mistakes in Proposals Discovered Prior to Award

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals

or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

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

Section I.23 Mistakes in Proposals Discovered after Award

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

Section I.24 Ownership of Reports, Drawings, Specifications, etc.

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

Article II. Standard Proposal Information

Section II.1 Authorized Signature

All proposals must be signed by an individual authorized to bind Offeror to the provisions of the Request for Proposal. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section II.2 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

Section II.3 Discussions with Offerors

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section II.4 *Prior Experience*

In order for their offers to be considered responsive, Offerors must meet these minimum prior experience requirements.

- The Offeror shall provide detailed resume(s) of qualified and experienced personnel who will be the main contact(s) to the District Court. Offeror must also indicate whether attorneys on staff are licensed to practice in Kansas and/or in another state.
- The Offeror shall list the number of current government clients for which it provides the same or similar type of services for the collection of debts owed to the Court.
- The Offeror shall provide a detailed description of three (3) comparable contracts which the Respondent has either ongoing or completed within the past three (3) years with a similar in scope of services to those requested herein. The description should identify for each project: (1) the client; (2) the description of work; (3) the total dollar value of the contract; (4) the contract duration; (5) a client contact, telephone number; and (6) a statement as to whether the Offeror was the prime contractor or subcontractor for each of these projects.
- Have adequate technical and financial resources for performance.
- The Offeror shall describe proposed collection methods and procedures. While Kansas Statute K.S.A. 12-4119 permits a cost collection rate of up to 33% for debts owed to the court or restitution, the Unified Government seeks to ensure that all collection activities are conducted ethically and responsibly. The Unified Government cannot engage in predatory collection practices toward delinquent accounts. The Unified Government does not seek to add undue financial hardship to its constituents. Therefore, Offerors are strongly encouraged to propose reasonable and considerate collection fee structures that reflect fairness and compassion for individuals' financial situations. Our intent is to recover owed funds efficiently while avoiding actions that could worsen financial distress for those we serve.
- Offeror must state whether they provide EMS collections services. The offeror must also provide a detailed description of the services they specialize in and a list of municipalities they currently serve.

Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section II.5 *Evaluation of Proposals*

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

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

Section II.6 *Contract Negotiations*

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations.

The option of whether to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

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

Section II.7 *Failure to Negotiate*

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section III.1 *Contract Approval*

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified

Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section III.2 Proposal as a Part of the Contract

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

Section III.3 Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

REPORTING CYBER SECURITY INCIDENTS

If awardee experiences a significant cybersecurity incident as defined by KSA 75-7244, awardee shall report to the Unified Government of Wyandotte County/Kansas City, KS within:

1. 24 hours after awardee learned of the incident; or
2. 12 hours if a determination is made during the investigation that such information, network or systems operated by the Unified Government of Wyandotte County/Kansas City, KS were directly impacted.

Section III.4 Insurance Requirements

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

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

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

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for

any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

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

The successful Offeror shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death, or damage to property directly caused by Offeror’s negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate
Cyber Security Liability	minimum of \$1,000,000

1. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): “Request for Proposal RFP R41774, Municipal Court Debt Collections for Unified Government of Wyandotte County/Kansas City, Kansas”.
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number **RFP R41774, Municipal Court Debt Collection for the Unified Government of Wyandotte County/Kansas City, Kansas** and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

Section III.5 Proposed Payment Procedures

The Offeror will make payments, i.e., management fees, etc., based on a negotiated payment schedule.

Section III.6 Informal Debriefing

Prior to a contract renewal between the Offeror and the Unified Government, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the Offeror.

Section III.7 Offeror's Personnel

The Offeror shall hire, train, supervise, direct the work of, and discharge all personnel. The Offeror will use commercially reasonable efforts to recruit employees who reside in Wyandotte County, Kansas. Finally, Offeror shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.

Personnel shall in every instance be deemed employees of the Offeror and not of the Unified Government.

Section III.8 Contract Changes - Unanticipated Amendments

The contract may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the contract.

Article IV. Background Information

Section IV.1 Background Information

The Unified Government is seeking proposals from qualified firms to provide collection services of delinquent accounts.

The Kansas City, Kansas Municipal Court was established, and operates, pursuant to K.S.A. 12-4501 et seq. and chapter 23 of the Code of City Ordinances. The Municipal Court is considered a court of limited jurisdiction, having responsibility for all adult misdemeanors which occur in the City of Kansas City, Kansas, with a few exceptions, and is responsible for the collection of payments from violators.

The Court acts on and processes traffic and misdemeanor tickets/citations for Kansas City, Kansas and Wyandotte County, averaging 30,000 - 35,000 cases annually. The Court receives tickets/citations from:

- Kansas City, Kansas Police Department
- Wyandotte County Sheriff's Department
- University of Kansas (KU) Police Department
- Parking Control Officers
- Animal Control Officers

- Code Enforcement Officers
- Kansas City, Kansas Community College Police
- USD 500 School Resource Officers
- Railroad Security
- Building Inspection
- Fire Marshall

Article V. Project Scope

Section V.1 *Scope of Work*

To be considered a qualified respondent, the firm(s) must be able to provide the following services to the Court: ability to integrate and be able to secure data transfers from the Municipal Court Management System (Municipal Justice Software by Tyler Technologies) that maintain data integrity; Software as a Service (SaaS) Solution collection software to support all collection operations; specialized collection notices; media campaigns; call center personnel and technology; and legal resources to ensure compliance with applicable, federal, Kansas and local laws, regulations and ordinances specifically related to debtor-creditor transactions.

The term “debts owed to the Court” as used in this RFP means any assessment of Court costs, fines, fees, and also the assessment of monies expended by the Court in providing counsel and other defense services to indigent defendants or other charges which a judge has ordered to be paid to the Court, and which remain unpaid in whole or in part for a period ordered by the Court. “Debts owed to the Court” also includes the cost of collection when collection services are utilized. See K.S.A. § 12-4119, as amended.

Municipal Court: Requirements and Deliverables

1. Registration with the Secretary of State
2. Accept records from the Court in an electronic format
3. The Offeror should be willing to work with the Kansas Setoff Program
4. Ensure the confidentiality and security of the Court’s data.
5. To the extent the Offeror accepts payment by payment cards, the Offeror's procedures shall be certified as compliant with the Payment Card Industry (PCI) Data Security Standard including the Cardholder Information Security Program (CISP) of Visa and the Site Data Protection Program (SDP) of MasterCard, as applicable, and any modifications to or replacements of such programs that may occur from time to time. Respondent must comply with all National Automated Clearing House Association (NACHA) operating rules and regulations regarding the security of ACH transfers and any modifications or replacements of such rules and regulations.
6. Offeror shall keep records of all disputes and complaints for a period of five (5) years following contract expiration or termination. Offeror shall investigate the same in a timely fashion and report the results to the Court as requested.

7. Offeror shall remit to the Court, on a monthly basis, one hundred percent (100%) of all debts owed to the Court collected by Respondent.
8. Offeror shall prepare and submit all requested and required reports on or before the fifth (5th) day of each month. Any and all regular reoccurring management reports which may, initially or at any future date, be required by the Court are to be prepared and submitted to the Court by the Offeror.
9. Offeror shall prepare a monthly status report evidencing all court fees, fines and costs collected by Respondent for each account and a total amount collected for the month. This status report shall contain the items set forth in K.S.A. § 12- 4119, as amended.
10. Offeror shall also prepare any and all additional management reports, and relevant statistical and financial data in a timely fashion. The Offeror shall prepare an acknowledgement report that indicates the number of accounts, date received and total amount referred to Respondent. The Offeror shall prepare a cancellation report showing the reason for the return of an account to the Court and the outstanding account balance. This report shall include information relative to any legal action undertaken and any judgment issued. The report shall indicate the reason(s) that collection activity has stopped and whether the account is uncollectible. Offeror shall prepare a performance report with a summary of aged receivables, as determined by the Court in the Court's sole discretion, by category of debt and a report that shows the number of accounts assigned to Offeror, total number of accounts collected, the collection rate, and the number and percentage of accounts returned to the Court.
11. Offeror shall prepare other reports which the Court may require, such as 5 special reports as they relate to the collection of these accounts or other services provided by the Respondent.
12. Offeror understands and agrees that the work contemplated under this contract is limited in scope to those related to debt collection. Under the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, section 406, the Unified Government Legal Department, under the Chief Counsel, acts as "the legal advisor and shall represent and advise the Unified Government on legal matters."
13. No account shall be settled for less than the full amount owed to the Court, unless otherwise directed in writing by the Court.
14. There shall be no cost whatsoever to the Court for accounts deemed uncollectible or returned as uncollected or recalled.
15. The Offeror shall commence services for the program within thirty (30) calendar days after contract award.
16. Offeror shall provide notice of any planned legal action for any collection account and shall obtain prior approval from the Unified Government's Legal Department before proceeding with any legal action on an account.
17. Offeror shall be responsible for returning collection accounts to the Unified Government immediately upon recall. The selected Offeror shall stop all collection activity immediately when notified by the Unified Government to cancel any account(s).

18. Offeror shall transfer all accounts to the Unified Government when, in the opinion of the selected Offeror(s), collection efforts have ended, or within thirty (30) calendar days after termination of any contract executed as a result of this RFP.
19. Offeror shall be solely responsible for all costs and expenses associated with performance required by the Agreement, including, but not limited to, all necessary developing, copying, faxing, and postal costs.
20. The Unified Government shall determine the most effective method of transferring accounts to the selected Offeror. The Unified Government will notify the selected Offeror when accounts are ready for transfer or arrange a periodic automatic transfer.
21. The Unified Government reserves the right, at any time, for any reason whatsoever and without penalty, to cancel or recall any assigned account(s) and will not be responsible for any costs incurred by the selected Offeror for the recalled account(s).
22. The Unified Government reserves the right to reevaluate any assigned account(s) will notify the selected Offeror of any adjustments or corrections made to the amount due of any collection account assigned to Offeror.
23. The Court wants a vendor that is flexible in their collections fee, especially given the socioeconomic makeup of Kansas City, Kansas and Wyandotte County.

Article VI. Proposal Format

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

Offeror **must** submit a complete copy of its response in the following format one (1) unbound original and five (5) unbound copies along with a flash drive in .PDF format. Binder clips are acceptable to keep original and copies separate. Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal Number and name (see label below). If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

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

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

Proposal – RFP “R41774, Municipal Court Debt Collections”

Five (5) unbound copies and one (1) unbound original of your proposal and supplementary

material should be submitted to:

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

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

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

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

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

REQUEST FOR PROPOSAL
Municipal Court Debt Collections

RFP R41774
OPENING DATE/TIME:
FEBRUARY 12, 2026 - 2:00 PM

Section VI.1 *Proposal Format and Content*

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

- An index noting each section of the submitted proposal.
- Submittal sections that are clearly tabbed for easy access and reference.
- The provided "Proposal Form".
- A Letter of Interest and a writing sample of an advisory opinion.
- A Statement of Qualifications, including the abilities, qualifications, education, and experience of all person(s) who will be assigned to provide the required service.
- Four (4) references (2 professional and 2 personal), including contact person name and phone number
- Cost of Service

Section VI.2 *Requirement to Register*

If Offeror has not previously done so, you must register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

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

Submission Requirements Evaluation, and Selection

Article VII. Submission Requirements

Proposers must submit a complete response that includes the following components. Incomplete proposals may not be considered.

1. Cover Letter

- a. Brief summary of the organization's interest, experience, and understanding of the scope.
- b. Include a primary point of contact, phone number, and email.

2. Company Profile & Qualifications

- a. Legal business name, structure, and history.
- b. Relevant experience operating fitness facilities, particularly in public or community settings.
- c. Description of leadership team and management approach.
- d. Additional information: EMS Collections Services and/or other specialized services offered.

3. Proposed Scope of Services

- a. Detailed plan to meet or exceed each element of the Scope of Services outlined in the RFP.
- b. Programming schedule and service offerings.
- c. Staffing plan with credentials.

4. Financial Proposal

- a. Pricing structure for memberships, programs, and services.
- b. Proposed financial model.
- c. Budget forecast and operational sustainability plan.

5. Equipment & Facility Plan

- a. List of equipment to be provided (brands/types/quantities).
- b. Maintenance and replacement strategy.
- c. Facility layout or conceptual use of space (if applicable).

6. Community Access & Inclusion Plan

- a. Plan to ensure equitable access for all community members.
- b. Discounted or subsidized pricing models.
- c. Outreach strategies for underrepresented populations.

7. Insurance & Risk Management

- a. Proof of insurance or statement of insurability.
- b. Risk mitigation policies and emergency procedures.

8. References

- a. At least three references from current or recent contracts of similar size and scope.
- b. Include contact name, phone number, and project description.

Article VIII. Evaluation Criteria

Proposals will be evaluated based on the following weighted criteria:

1. Experience & Qualifications – 20 Points

Demonstrated success in operating community-based fitness centers; experience working with municipal or public entities.

2. Program & Operations Plan – 20 Points

Quality, variety, and inclusivity of proposed services and programs; understanding of shared-space operations.

3. Financial Proposal & Sustainability – 20 Points

Strength and clarity of the financial model; long-term viability; transparency in pricing.

4. Staffing & Customer Service Approach – 15 Points

Credentialed staff, coverage plan, customer service model, safety training, etc.

5. Community Engagement & Access – 15 Points

Ability to serve diverse populations; plan for affordability, inclusivity, and local collaboration.

6. References & Past Performance – 10 Points

Strength and relevance of references; quality of service delivery in past projects.

Attachments

Attachment A: Signature Page

Attachment B: Debarment Form

Attachment C: Intent to Self-Perform

Attachment D: No Response Form

Attachment: Exhibit A – Unified Government General Contractual Provisions

Attachment A - Signature Page

**RFP R41774
"Municipal Court Debt Collections"**

AUTHORIZED SIGNATURE

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 since, the response;

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

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

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



**Attachment B
DEPARTMENT OF PROCUREMENT & CONTRACT
COMPLIANCE**

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

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

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)	Signature
Title	Date
Company	Project

For Office Use Only: Bid _____ **RFQ** _____ **P.O. #** _____

Attachment C
Intent to Self -Perform

Affidavit of

(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the **Municipal Court Debt Collections** contract.

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Offeror agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Offeror to the commitments herein contained.

Sign _____

Date _____

NO RESPONSE FORM – Attachment D

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

Buyer: Arenis Montes

Telephone: (913) 573-5279

Return by Fax: (913) 573-5444

Due Date: 02/12/2026

Number: R41774

Description: Municipal Court Debt Collections

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

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

Business/Firm Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____

EXHIBIT A

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

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

Mandatory General Contractual Provisions
Updated 02/06/2025

the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.

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

Mandatory General Contractual Provisions
Updated 02/06/2025

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

12. Representations.

CONTRACTOR makes the following representations:

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

securing business.

13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

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

Mandatory General Contractual Provisions
Updated 02/06/2025

CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

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

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

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

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

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

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

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

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

Mandatory General Contractual Provisions
Updated 02/06/2025

allowed.

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

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

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

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

20. Ownership of Materials. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under

Mandatory General Contractual Provisions
Updated 02/06/2025

the Agreement or until all audit questions have been resolved, whichever period of time is longer.

22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

+++