

Department of Procurement & Contract Compliance



Notice of Funding Availability (NOFA)

Number: N41000

**Lead Agency for Behavioral Health, Wyandotte County
Community Health Improvement Plan (CHIP)
Information of Services and Qualifications**

Notice of Funding Availability (NOFA)

Funding for this project is provided by American Rescue Plan Act (ARPA), State and Local Fiscal Recovery Funds (SLFRF) received by the Unified Government.

Behavioral Health Lead Agency for WYCO Health Improvement Plan

Issue Date: 2:00 p.m., Thursday, June 13, 2024

Applications Due: 4:00 p.m., Friday, July 9, 2024

Overview

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) has funding available to support a behavioral health agency (mental health and substance use) to provide coordination to implement the behavioral health strategies within the 2024-2028 Community Health Improvement Plan (CHIP).

Proposed contract shall run from execution of agreement through December 31, 2026. Extensions to this contract may be granted based on available funding, at the sole discretion of the Unified Government. No extensions may be granted past December 31, 2028.

Funding for this project is provided by American Rescue Plan Act (ARPA), State and Local Fiscal Recovery Funds (SLFRF) received by the Unified Government. Due to the intended impact on behavioral health, including increasing access to mental health treatment and substance use treatment, this project is an eligible use within Responding to the Public Health Emergency (Coronavirus State and Local Fiscal Recovery Funds Final Rule 2022, 87 Federal Register 4369, January 27, 2022).

Background and Context

Every five years, the Wyandotte County Health Department (WCHD) publishes a community-wide plan to improve health conditions in the county called the Community Health Improvement Plan (CHIP). The planning process involves over a hundred organizations and community members and focuses on the most critical health issues as identified in the community health assessment. After 9 months of planning, the 2024-2028 CHIP is complete and is set to be published in May 2024.

The plan focuses on 5 priority health issues: Healthcare Access, Jobs & Education, Safe and Affordable Housing, Violence Prevention, and Behavioral Health. The WCHD selects a "Lead Agency" in the community to serve as primary coordinator, champion, and implementation partner for each of these issue areas. The 2024-2028 plan includes **Behavioral Health** for the first time, and a Lead Agency is needed to assist the WCHD in implementing this section of the plan.

Investment

Approximately \$170,000 in federal ARPA funds is available for this funding program. The maximum award for the applicant is \$170,000.

This funding has been allocated through the Unified Government Public Health Department ARPA's budget to assist a Wyandotte County organization in serving as the Behavioral Health Lead Agency for the Community Health Improvement Plan.

The county reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this NOFA. The County reserves the right to renew or increase overall funding available through this NOFA.

Eligible Applicants

The following are the minimum qualifications for an agency to be eligible for the funding:

- Agency must be headquartered within Wyandotte County, Kansas.
- Agency must provide substance use services to Wyandotte County residents.
- Agency must be a community mental health center licensed under provisions K.S.A. 39-2001

Investment Priorities

This funding will provide a grant to coordinate community-based strategies which increase access to mental health services and reduce the impact of substance use.

Program Conditions

- The Wyandotte County Health Department seeks a Behavioral Health Lead Agency which can provide leadership and coordination to multi-sector agencies participating in the 2024-2028 Community Health Improvement Plan, with the goal of improving community-wide outcomes in the areas of mental health and substance use.
- Right is reserved to reject any or all Applications. The Unified Government will not pay costs incurred by any offeror for the preparation of Applications.
- Respondent certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the UG, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid.
- Respondent shall secure all licenses and permits necessary to conduct business in Wyandotte County and shall comply with all applicable laws, regulations and codes as required by the State of Kansas.
- Respondent must fully comply with all Federal and State laws, and County and Municipal Ordinances and Regulations affecting the performance of the work. Program must serve clients who were seen at Duchesne Clinic and assist in finding a new medical home.

Eligible Expenses

Funding may be used on personnel cost, travel, supplies, technology, and indirect costs.

- Personnel costs: Salaries, wages and benefits and support staff directly involved in program delivery.
- Travel expense for mileage reimbursement
- Supplies and materials.
- Technology: computers and cellphones.
- Indirect costs, up to 10% of total direct costs.

Ineligible Expenses

- Expenses that do not directly contribute to this NOFA.

Match

Match is not required.

Questions

Any questions regarding this NOFA shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly Regan, kregan@wycokck.org, 913-573-5440, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. Telephone conversations must be confirmed in writing by the interested party.

Questions regarding this NOFA may also be submitted to Terrie Garrison, Deputy Director at the Unified Government of Wyandotte County Kansas City, Kansas Public Health Department via email tgarrison@wycokck.org. Questions received by email will be posted with responses to the County's webpage. Applicable dates are included in the Application Timeline section below.

Proposed Schedule

Date	Event
June 13, 2024 2:00 PM	Distribution of NOFA
June 21, 2024 2:00 PM	Last day for respondents to submit written questions (2p.m.CDT)
June 26, 2024 5:00 PM	Final day answers to questions from respondents will be provided
July 9, 2024 4:00 PM	Responses due before 4 p.m. CDT
TBD	Committee Review and Short List Meeting; Interviews/Conference Call (if necessary)
TBD	Contract Award
TBD	Grant Agreements Signed

Application Content

Please limit your application to 5 pages, single spaced, not including the Budget.

The following documents are required:

1. Cover Sheet: stating the applicant's name, address, point-of-contact (name, title, phone & email), program title, name of NOFO the program is responding to (Behavioral Health Lead Agency), and proposal date.
2. Proposal Abstract (no more than ½ page): Concise narrative that outlines the proposed program, including goals, general program design, and anticipated impact on target population.
3. Applicant Information:
 - a. Concise applicant description.
 - b. Description of the populations served by the agency.
 - c. List key personnel to be involved in the program, including names, titles, roles, and a brief description of their experience/qualifications.
 - d. Describe applicant's experience with Behavioral Health and serving the Wyandotte County population.
4. Proposal: The proposal should contain sufficient information that anyone not familiar with it would understand exactly what the applicant wants to do. You may use your own proposal format, but it must include all the items below.

- a. Problem Statement: Concise statement of why the proposed program is needed.
 - b. Program Goals, Intermediate Benchmarks, and Activities:
 - i. Program Goals describe the program’s intended outcome and should reference the Objectives from the Behavioral Health section of the CHIP, listed on pgs. 8-10 here -- [CHIP 24-28 Year 1 Booklet 6x9 v1 \(wycokck.org\)](#)
 - ii. Intermediate benchmarks are measurable accomplishments on the way to achieving the goals, and should include the following:
 - 1. Convene the Action Team at least quarterly
 - 2. Complete regular monthly reporting in an online reporting system
 - 3. Participate in the CHIP Annual Review Process
 - 4. Ensuring all strategies are specific, and have a stated community change goal
 - 5. Ensure all strategies have an active Project Organizer and/or Lead Organization
 - iii. Activities describe the work required to achieve intermediate benchmarks, and should include the following:
 - 1. Convening Action Team meetings
 - 2. Participate in CHIP Steering Committee meetings and Lead Agency meetings
 - 3. Conduct an Annual Review of each of the CHIP strategies in partnership with the Health Department, to collectively evaluate progress and revise approaches as needed
 - 4. Review and revise Behavioral Health information on the online Community Health Dashboard
 - 5. Alongside Health Department, present CHIP progress annually to the UG Board of Commissioners
 - 6. Collect and report progress data in an online reporting system
 - 7. Work with partner organizations to do further planning on the CHIP Behavioral Health section, so that all active CHIP strategies have a stated community change goal in the S.M.A.R.T. format
 - 8. Ensure all active CHIP strategies have a Project Organizer and/or Lead Organization identified. If the Project Organizer is not staff at this contracted agency, ensure that they understand and are willing to meet the expectations of the Project Organizer role, including submitting timely reports
 - c. Partnerships and Collaborations: Describe several of the major partnerships and collaborations (besides the Health Dept) that will be required to accomplish the program
 - d. Program Timeline: Projected timeline detailing start date, completion of intermediate benchmarks, and completion of project.
 - e. Program Monitoring and Evaluation Plan: Describe how activities will be monitored throughout the timeframe of the grant to ensure they are happening in a timely manner, and how the program will be evaluated to make sure it is meeting the stated goals. Please reference the monthly online reporting as well as the annual review process.
5. Budget Components:
- a. Complete the Budget Template (download below).
 - b. Provide a budget narrative that includes an explanation for each line item in the budget.

Application Review

Submitted applications determined to be eligible under the regulations will be evaluated based on the following criteria:

- 1) Alignment and Objectives: Will be evaluated how well the proposed project addresses the stated needs, goals, and target population. (25)
- 2) Clarity and Coherence: Will be evaluated on the clarity of the project description and rationale proposed activities and the feasibility of implantation. (25)
- 3) Innovation: Will be evaluated on the proposed approach, the potential for impact and probability of success. (25)
- 4) Overall Merit: Will be evaluated on merit and potential for impact. (25)

The County reserves the right to request additional information from applicants during the review process and to use other available information regarding an applicant's history, experience, and past performance as a County subgrantee or borrower as may be necessary when evaluating applications.

Funding Decisions

Funding is limited. Applications that meet all of the NOFA's general guidelines and requirements may not necessarily receive an award. The County may recommend funding a program for the full amount requested, or less than the full amount, or not at all. There are no requirements or expectations that the County must award all or any funds through the NOFA process.

The County reserves the right to postpone or cancel this NOFA, if it deems it to be in the best interest of the County to do so. The County reserves the right to waive any technical or formal errors or omissions, to reject any and all proposals, or to award contracts, either in part or in whole, if deemed to be in the best interest of the County.

Successful applicants shall be in complete compliance with all the specifications, terms, and conditions of the proposal. The County shall not be liable for any costs incurred in the preparation of proposals or for any work performed in connection therein.

Application reviews and awards are contingent upon applicants being current to the County on any loan, contractual, or tax obligation as due, or with any rule, regulation, or provision on existing or past City contracts.

Federal Contract Provisions

Recipients of ARPA funds are subject to required federal contract provisions.

Submission and Receipt of Notice of Funding Availability (NOFA)

1. One (1) marked original, one (1) copy and one (1) CD Disk or Jump Drive of the Application for Notice of Funding Available (NOFA) must be received before the specified time as designated in the NOFA.
2. NOFA Applications shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of the NOFA, the contract number, and the name and address of the firm.
3. The Unified Government is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by the specified time so that a NOFA can be considered.
4. Facsimile (FAX) applications will not be considered, however, NOFAs may be modified by FAX notice, provided such notices are received prior to the hour and date specified.
5. Late NOFA Applications will not be considered.

Right to Reject NOFA Applications

The right is reserved to reject any or all Notice of Funding Available (NOFA) Applications. The Unified Government will not pay costs incurred by any offeror for the preparation of NOFA Application.

Evaluation Criteria and Presentations

Notice of Funding Available (NOFA) Applications will be evaluated by a committee. The UG reserves the right to ask for clarifications or expansion of information submitted by any or all respondents. Selection will be based on, but not limited to, the following criteria:

- Ability, capacity and skill to perform the contract or provide the service required.
- Experience on similar projects in Kansas and in the Metropolitan area.
- Experience in working with local governments.
- Experience of personnel assigned to the project.
- Overall cost of services.

Conflict of Interest

Respondent certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the UG, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid.

Licenses and Permits

Respondent shall secure all licenses and permits necessary to conduct business in Wyandotte County and shall comply with all applicable laws, regulations and codes as required by the State of Kansas.

Respondent must fully comply with all Federal and State laws, and County and Municipal Ordinances and Regulations affecting the performance of the work.

Contract Negotiations

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

**Submit to: Office of the Unified Government Clerk
Attn: Kelly Regan
Municipal Office Building
701 North 7th Street, Room 323
Kansas City, Kansas, 661**

Instructions for Submission of NOFA Applications

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

Day and Date Application is due: Tuesday July 9, 2024
Time Application is due: 4:00 PM, Central Time

Send NOFA Application to:

Office of the Clerk of the Unified Government of Wyandotte
County / Kansas City, KS
701 North 7th Street, Suite 323 Kansas
City, Kansas 66101-3064 Attention:
Kelly Regan

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

Kelly Regan
Unified Government of Wyandotte County/Kansas City, Kansas
Fax: 913-573-5444
kregan@wycokck.org

The last day for submission of written questions (via email or fax) is June 21, 2024 2:00 PM, CDT.

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

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

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

Required Contractual Terms and Conditions

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

Agreement with Kansas Law

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

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101.

Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government.

The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes

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

Disclaimer of Liability

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

Anti-Discrimination Requirements

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

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

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

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

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

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year.

Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Acts Against Discrimination,

K.S.A. '44-1001 et seq. and amendments thereto; Article IX of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, Sections 18-137 through 18-139 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

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

Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes.

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements. Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

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

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

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

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

Termination for Convenience

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

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

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

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

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

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

Disputes

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

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

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

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

Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Unified Government Procurement Code.

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

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment

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

No Limit of Liability

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

Indemnification

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

SIGNATURES

Notice of Funding Availability (NOFA)

N41000

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

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

Business Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____