

Department of Procurement & Contract Compliance



Notice of Need

N41554

Kansas Certified Lead Abatement/Remediation Contractors



SOLICITATION

NOTICE OF NEED N41554

Kansas Certified Lead Abatement/Remediation Contractors

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking **Kansas Certified Lead Abatement/Remediation Contractors**.

Proposed contract shall run until June 30, 2026 one (1) year extensions at the Unified Government's sole discretion.

The assignments on this on call contract will be authorized by means of individual purchase orders with description of project scope. There is no fixed amount of annual work.

Any questions regarding this Notice of Need 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 913-573-5447, 701 North 7th Street, Suite 649, Kansas City, Kansas 66101. Telephone conversations must be confirmed in writing by the interested party.

Overview

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of 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

The UG serves a county population of 165,281 and a city population of 152,933 with a median household income of \$54.5k—below both national and state averages.

Background and Context

Like many municipalities, the Unified Government has used various incentive tools over the years to help drive development and meet community goals.

As such, Kansas City, Kansas has seen significant change and positive growth over the past 20 years. Much of this has been driven by significant, strategic investments into the community. Incentive tools have played an important role in helping our community grow the economic base, raise household income for residents, add quality job opportunities, and bring desired amenities. Knowing the importance of having development friendly, yet fiscally responsible incentives policy, the Unified Government continues to modernize policies that govern the various economic incentives and emphasize the importance of quality projections and evaluation.

Scope of Services

kNOW Lead KCK intends to prequalify Kansas Certified Lead Abatement and RRP (Renovation Repair and Painting) Certified Lead Remediation contractors with experience, training and required certifications to participate in performing work. The Qualified Contractor Pool will perform work under the Wyandotte County Public Health Department kNOW Lead KCK Program. Eligible units will include family occupied, rental, and multi-family units.

Contractors in the Lead Contractor pool will be assigned or awarded residential structure projects for specific properties at the sole discretion of kNOW Lead KCK, based on contractors' abilities, capacity, availability, and ability to comply with unit cost limitations. The cost per unit is limited and determined by the Scope of Work (SOW) developed by the kNOW Lead KCK Lead Hazard Control Program Supervisor and Project Manager, the Cost Guidelines for lead measures and the maximum cost per unit of the Lead Hazard Reduction (LHR) grant. Potential contractors should read these guidelines and be fully aware of the requirements of this program to participate.

Respondent(s) must be able to provide services in Kansas City, Kansas as needed. The selected Respondent(s) shall be bound to specific terms and conditions of the signed contract. Contracts will be issued within 30 working days of the RFQ submission deadline. Work is to begin shortly after the contractor receives the notice to proceed from the lead hazard control supervisor.

Lead and Healthy Homes Rehabilitation Scope of Work

It is anticipated that homes eligible for Lead Abatement and Lead Remediation will require an array of lead safe repairs, removal of lead components (abatement), interim controls, health and safety services and minor structural repairs that shall be performed per HUD and KDHE codes as applicable. Units are assigned via a round robin process.

Contractors must be available for one (1) walk-through of identified property with the Lead Hazard Control Program Supervisor and Program Coordinator. The SOW will be based on the assessments of the Program Coordinator and Environmental Health Specialist. The Lead Hazard Control Program Supervisor will coordinate the walk-through of the property with the homeowner and Contractor. Healthy home hazards will be a part of the SOW as appropriate.

The scope of work for each repaired structure will vary but may include (although not limited to) the following:

Coordination with property owner, Lead Hazard Control Program Supervisor and Program Coordinator obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure. (For abatements and interim controls)

- Control of lead-based paint hazards in eligible residential units as specified by a certified Lead Risk Assessor in accordance with HUD and KDHE guidelines.
- Control of lead-based paint hazards in residential units in accordance with HUD's Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (Second Edition 2012), including but not limited to interim controls, encapsulation, and abatement measures designed to provide a lead safe environment for a period of 20 years.
- Dry wall repair or replacement; rough and trim carpentry.
- Repair of trip and fall hazards, such as step repair/replacement and/or handrail installation or repair.
- Surface preparation and painting; flooring repair or replacement.
- Specialty construction elements associated with historic properties.
- Debris removal in accordance with all Federal, State, and local requirements, including disposal of materials containing lead-based paint.

Other Scope of Services:

- Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met.
- Comply with all Local, State and Federal laws, regulations, and guidelines.
- Provide tracking of construction progress.
- Meet with Lead Hazard Control Program Supervisor and Program Coordinator to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Lead Hazard Control Program Supervisor. The Lead Hazard Control Program Supervisor and Program Coordinator will review work upon final inspection. Complete all work within agreed upon timeline.

The preceding list of responsibilities is not exclusive. kNOw Lead KCK and the successful respondent(s) may agree, in writing, to amend or augment the responsibilities set forth above.

Contractor Pricing:

The cost per unit will be determined by the median area costs of such work plus a multiplier determined by the kNOw Lead KCK program. Costestimator.com will be the primary tool used to determine costs of labor and materials.

Work Completion Timeline:

All Lead Hazard control work must be completed in accordance with HUD program rules within 10 days from start of work until completion unless prior consent is given.

Healthy Homes work must be completed within 10 days of receiving Notice to Proceed from kNOW Lead KCK staff. Contractors who cannot work within these guidelines should not respond to this RFQ.

Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected. **Any Contractor that has been removed or suspended or otherwise barred from any Federal, State, or local lead contracting program is categorically ineligible for this program. Contractors whose references do not show adequate competence to operate successfully within this program will not be qualified to perform the work.**

Form of Proposal

In preparing the Statement of Qualifications (SOQ), interested firms will need to organize their SOQ in the following format:

Respondents to this Notice of Need shall provide one (1) marked original; one (1) copy and one (1) version in MS Word/Excel and Adobe format on a Jump Drive, in a binder with tabs numbered in accordance with the below designations:

Cover Letter

1. Respondents shall provide current resumes and/or a business summary which shall include the name of the offeror, location of the offeror's principal place of business, age of the business, and average number of employees during the last 5 years; abilities, qualifications, and experience of all the people who may be assigned to provide services.
2. Respondents shall provide a brief summary describing how their services compare to this Notice of Need.
3. Respondents should provide proof of the following:
 - Business Tax/Occupational Tax
 - Lead Abatement Supervisor Certification, RRP Certification, and Lead Abatement Worker Licenses for all employees or a letter of commitment to obtain certification within 6 months.
 - Proof of current SAM.GOV registration
 - Liability and Workers' Compensation Insurance
 - Davis-Bacon Wage Labor Compliant

Submission and Receipt of Notice of Need

1. One (1) marked original, one (1) copy and one (1) Jump Drive of the Statements of Qualifications (SOQs) must be received before the specified time as designated in the Notice of Need.
2. SOQs shall be submitted in a sealed envelope. The envelope shall show the time and date specified for receipt of the SOQ, the contract number, and the name and address of the firm.
- 3.

4. 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 SOQ can be considered.
5. Facsimile (FAX) proposals will not be considered, however, SOQs may be modified by FAX notice, provided such notices are received prior to the hour and date specified.
6. Late SOQs will not be considered.

Proposed Schedule

Proposed Schedule of	Event
May 8, 2025	Solicitation Release
May 19, 2025	Deadline to submit written questions
May 29, 2025	Response to Written Questions
June 5, 2025	Proposal submission deadline
TBD	Notice to shortlisted firms selected for interviews (if required)

Right to Reject Statements of Qualifications

Right is reserved to reject any or all Statements of Qualifications. The Unified Government will not pay costs incurred by any offeror for the preparation of SOQs.

Evaluation Criteria and Presentations

Statements of Qualifications 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 required service.
- Demonstrated experience with managing and completing projects of a similar type, size, and complexity.
- Demonstrated the ability to commit to residential lead-safe rehabilitation and reconstruction and to carry such projects to completion within the time frame allotted by the kNOw Lead KCK Lead Hazard Control Program Supervisor.
- Experience on similar projects in Kansas and in the KC Metropolitan area.
- Experience of personnel assigned to the project. Include a resume for each member of the project team.
- Quality and relevance of past projects and outcomes.
- Innovation and best practices.

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.

**Submitted to: Office of the Unified Government
Clerk
Attn: Kelly Regan
Municipal Office Building
701 North 7th Street, Room 323
Kansas City, Kansas, 66101,
by May 29, 2025.**

Instructions for Submission of Proposal

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

Day and Date Proposal is due: Thursday June 5, 2025
Time Proposal is due: 2:00 pm

Send Proposal 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 NON 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 5:00 pm May 19, 2025
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.

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 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 this Agreement.
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 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 origin, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
 - 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 take action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
 - c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
 - d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
 - e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act 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 shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
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, 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 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 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.

SIGNATURES

Notice of Need

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

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

Business Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____