



Notice of Need N41762

Cold Weather Warming Shelter Management Services

Date of Request: October 16, 2025

Response Due By: October 30, 2025, 2:00 PM, CST

Written responses and requests for information should be directed to:

Teresa Houchins
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Phone: 913-573-5244
thouchins@wycokck.org



SOLICITATION

Notice of Need

Cold Weather Warming Shelter Management Services

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking qualified private entities and/or non-profit organizations as defined under section 501(c)(3) of the Internal Revenue Code, to establish and operate a temporary Cold Weather Warming Shelter for homeless individuals within Wyandotte County. The Warming Center will offer overnight shelter to the local homeless population during severe winter cold. Operations are expected to begin serving clients in November 2025 but will be dependent on the availability of funding. Qualified applicants must have experience providing services to individuals experiencing homelessness. Preference is for applicants who participate in the Area Continuum of Care, The Greater Kansas City Coalition to End Homelessness. The Unified Government will work with the selected vendor to secure an appropriate facility for the period of performance to serve as a Cold Weather Warming Shelter. The facility may be a Unified Government facility or a private or non-profit owned facility.

Agencies with the demonstrated experience to establish, operate, and maintain an overnight Warming Shelter for the homeless are encouraged to respond to this Notice of Need.

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: Teresa Houchins, thouchins@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.

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. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with thirteen other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 2.1 million. 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.

Background and Context

There is a specific need for services within Kansas City, Kansas to provide a warming shelter to individuals experiencing homelessness in our community. During the winter of 2024-2025, the severe winter weather shelter provided services and operated a warming shelter for **32 nights**, serving a total of **222 unique individuals**. The service averaged **44.53 guests per night** and, when at capacity, partnered with hotels to provide a total of 1,425 beds for individuals experiencing homelessness. The project was staffed with mental health professionals, local homeless service providers, healthcare workers, persons with lived experience, bilingual persons, and community members.

The goals of this Notice of Need are:

1. Provide management services for a safe accessible temporary warming shelter for unsheltered individuals in Kansas City, Kansas during life-threatening cold weather conditions.
2. Prevent severe weather-related injury or death among unsheltered populations by providing high-quality, reliable Cold Weather Shelter operations based on the agreed upon activation and operation policies.
3. Connect participants to housing and support services providers.
4. Engage participants in housing problem-solving to identify additional potential resources with the ultimate goal of acquiring stable housing.

Scope of Services

Offerors should propose to provide comprehensive, turn-key, Cold Weather Shelter Management services for congregate or non-congregate overnight sleeping accommodations and adequate staffing to support basic needs of the clients; the coordination of communication, outreach, and transportation with relevant partners; the provision of meals and needed supplies to shelter clients; the provision or coordination of necessary supportive services; and the provision or coordination of security and safety

resources.

The information presented below represents the minimum program requirements that the UG is requesting. However, we encourage Offerors to enhance and expand upon the program elements where feasible such as, but not limited to, higher temperature threshold for activation, capacity for more beds, and expanded hours of operation. Additional points may be available for Offerors who can provide enhanced or expanded services.

Offerors may bring forward a proposed shelter location as part of their response, but it is not required. The UG will work with the selected vendor to determine the shelter space to be used.

Cold Weather Shelter Activation and Operation

Shelter(s) will be activated, as needed, based on agreed upon temperature activation policies between the awardee(s) and UG. The UG and the vendor will agree upon specific operating hours, generally assumed to be from 5:00 PM on the day of activations to 9:00 AM the next morning, or similar hours with reasonable explanation of difference.

Facilities and Capacity

Awardee(s) will be responsible for ensuring that shelters:

1. Can manage accommodations for at least 40 total congregate or non-congregate beds for individuals 18 years or older, per night of activation and adequate amenities for full bed capacity such as a sufficient number of toilets and hygiene facilities.
 - a. If shelter is congregate, Offerors are encouraged to offer separate space and amenities based upon individual needs.
 - b. Families with minor dependents should, at minimum, be referred to appropriate shelters.
 - c. Any unaccompanied minors will be referred to appropriate providers.
2. Provide, when possible, storage space for personal belongings.
3. Provide appropriate space and equipment for secure storage of medication, which may include secure refrigerator access.
4. Provide clean sleeping pads or cots, pillows, and blankets.
5. Have plans/protocols in place for pets to shelter with their owners if possible.
6. Are properly maintained and repaired.
7. Have electrical outlets and/or charging stations for personal devices.
8. Have security measures in place to ensure shelter spaces are safe for participants and minimize termination from shelter only when behavior presents an immediate threat to health or safety of clients, staff, or volunteers.

9. Comply with all relevant health and safety codes and regulations

Program Design Principles

The implementation of Cold Weather Shelter should adhere to the following principles:

1. Trauma-Informed Practices: Successful offerors will apply the principles of trauma-informed practice to program and service delivery: safety, choice, collaboration, trustworthiness, and empowerment.
2. Referrals: Applicants should offer access to referrals and information on how to access other services and providers.
3. Equitable Service Delivery: Offerors must ensure that programs are providing services that meet the needs of diverse populations.
4. Harm Reduction: Offerors are encouraged to apply a Harm Reduction philosophy to activities and services provided to participants engaged in substance use.
5. Crisis Intervention and De-escalation: Program staff should receive training in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties and prevent unnecessary exits from the shelter and promote safe and supportive environments.

Applicant Minimum Qualifications

- Agencies, board of directors, or leadership staff submitting a proposal must have a minimum of two years established, successful experience providing services.
- Agency must be a non-profit organization, quasi-governmental entity, or otherwise qualified social service provider (including for-profit) able to conduct business in Wyandotte County.
- Eligible Agency must submit documentation of tax-exempt status as described in Section 501(c)(3) of the Internal Revenue Code.
- Agency must be current in its payment of Federal and State payroll taxes.
- A letter of good standing as a nonprofit corporation for the State of Kansas, certificate of liability insurance, and an -Annual Certificate of Compliance.
- Must be active with the Greater Kansas City Coalition to End Homelessness/Continuum of Care; or join the Homeless Management Information System (HMIS) and submit other reports and documentation as required by HUD and the Unified Government's Department of Community Development.

- Agency must be eligible to contract and are not debarred from contracting with the Unified Government, the State of Kansas, and the Federal government, according to SAM.gov, and State and City Debarment information.
- Must pass building inspections.
- Agency cannot owe past due taxes to the UG.

Form of Proposal

In preparing the Notice of Need (NON), interested firms will need to organize their NON in the following format:

Cover Letter

1. Organization Overview and/or a business summary which shall include the name of offeror, location of offeror's principal place of business, age of the business. 1 page maximum
2. Confirmation that applicant meets the Minimum Requirements as described above.
3. Applicant's approach to meeting the needs described in this solicitation – 5 pages maximum.
4. Description of relevant past experience providing services as described in this NON.
5. Current resumes and/or description of the abilities, qualifications, and experience of key personnel who will be assigned to this program.

Submission and Receipt of Notice of Need

1. One (1) marked original, and one (1) Jump Drive of the Notice of Need (NONs) must be received before the specified time as designated in the Notice of Need.
2. NONs shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of the NON, 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 NON can be considered.

4. Facsimile (FAX) proposals will not be considered,
5. Any NONs received later than the date and time specified on the notice will be returned unopened. Late proposals shall not be considered.

CONTRACT

The successful Respondent will be awarded a twelve (12) month contract following the date of the signing of the contract with two (2) one (1) year extension options of the Unified Government, should funding be available. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to contract any services awarded under this Request for Qualifications to other Respondent’s at its sole discretion whenever it deems necessary.

Proposed Schedule

Date	Event
October 16, 2025	Distribution of NON
October 23, 2025	Last day for respondents to submit written questions (12:00p.m.CDT)
October 24, 2025	Final day answers to questions from respondents will be
October 30, 2025	Responses due before 2:00 p.m. CDT
TBD	Committee Review and Short List Meeting; Interviews/Conference Call (if necessary)
TBD	Contract Award

The listed dates in the “Estimated Project Timetable & Contract Term” are tentative and subject to change at the Unified Government’s sole discretion. The Unified Government reserves the right to change or extend any and all dates. The Unified Government reserves the right to schedule interviews with those candidates it seems to be most qualified.

Evaluation Criteria and Presentations

NONs 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.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Firms interested in being considered for this project must submit their Statement of Qualifications:

One (1) marked original proposal along with a jump drive in .PDF format of the hardcopy submittal prior to the closing date and time. 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 (e.g., .xlsx) or Microsoft PowerPoint format (e.g., .pptx).

Your response, including Exhibits B – D if applicable, should be delivered as follows:

Day and Date proposal is due: Thursday, October 30, 2025

Time proposal is due: 2:00pm CST

Send proposal to: NON N41762

Cold Weather Warming Shelter Management Services
Unified Government of Wyandotte County/Kansas City, KS
Department of Clerk's Office
701 N 7th Street, Suite 323
Kansas City KS 66101
Attention: Teresa Houchins

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 Clerks Office

701 N. 7th Street, Room 323

Kansas City, Kansas 66101

REQUEST FOR QUALIFICATIONS

Cold Weather Warming Shelter Management Services

NON N41762

OPENING DATE/TIME:

OCTOBER 30, 2025 - 2:00 PM

Registration in the e-procurement system is required in order respond to this Request for Qualifications.

Respondents may optionally submit a complete proposal that includes the following: Signature page, Debarment, Intent to Self-Perform and No Response Form as Attachments A, B, and C on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eProcurement>

If respondent has not previously done so, please register to do business with the Unified Government at the website mentioned above, this is a requirement for participating in the Request for Qualifications 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 of at least **TWO (2) days** prior to the response deadline to begin the uploading process and to finalize your submission.

Request for Qualifications Key Points

- Read the RFQ in its entirety. Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- Note the name, address, phone numbers and e-mail address of the "Designated Contact(s)", i.e., the only individual(s) you are allowed to contact regarding this NON — as specified in instructions.
- All Addendums, clarifications, and Respondent questions with the Unified Government responses and any announcements relating to this Request for Qualifications will be publicly available on the Procurement and Contract Compliance's website at <https://purchasing.wycokck.org/eProcurement>
- It is the Respondent's responsibility to check the Unified Government's e-Procurement web site periodically for any updates. All information must be incorporated into the Respondent's proposals. Failure to include this information in your proposal may result in disqualification.
- Take advantage of the question-and-answer period. Submit your questions to the Designated Contact by the date listed in the Proposed Project Schedules.
- Review the NON document and your proposal. Make sure all requirements are addressed, and all copies are identical and complete.

- Submit your proposal on time. Proposals received after the date and time listed in the Proposed Project Schedule will not be considered for award.

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. 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 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.**
 - 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.
- 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 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, 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.

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ATTACHMENTS

- 1) Signature Page - Attachment A
- 2) Debarment - Attachment B
- 3) Intent to Self-Perform – Attachment C
- 4) No Response Form – Attachment D

Attachment A - Signature Page

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

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

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the proposals are valid for a period of 90 days.



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 (printed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____	RFQ _____	P.O. # _____
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Attachment C
Intent to Self -Perform

Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder 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 Bidder 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 Bidder 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: Teresa Houchins Telephone: (913) 573-5244 Return by Fax: (913) 573-5444

Due Date: 10/30/2025

Number: RFQ N41762

Description: Cold Weather Warming Shelter Management Services

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

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

Business/Firm Name: _____ Supplier No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____