

Department of Procurement and  
Contract Compliance

REQUEST FOR PROPOSAL



**RFP R26379**  
**For**  
**“KCKPD Tactical Robot”**

**Article I. General Information ..... 4**

Section 1.01 Method of Source Selection .....4

Section 1.02 Purpose .....5

Section 1.03 Existing Environment.....5

Section 1.04 Required Review .....5

Section 1.05 Protests and Appeals .....5

Section 1.06 Inquiries - Clarifications.....5

Section 1.07 Amendments & Addendums .....6

Section 1.08 Alternate Proposals.....6

Section 1.09 Implied Requirements .....6

Section 1.10 Project Timetable & Contract Term.....6

Section 1.11 Location of Work .....7

Section 1.12 Proposals and Presentation Costs.....7

Section 1.13 Withdrawal/Modification of Proposal.....7

Section 1.14 Disclosure of Proposal Contents .....7

Section 1.15 Confidentiality.....7

Section 1.16 Cooperative Procurement .....8

Section 1.17 Independent Contractor Relation.....8

Section 1.18 Determination of Responsibility .....8

Section 1.19 Evaluation.....9

Section 1.20 Equal Treatment .....9

Section 1.21 Award .....9

Section 1.22 Notification of Award .....9

Section 1.23 Right to Reject Proposals .....10

Section 1.24 Mistakes in Proposals Discovered Prior to Award.....11

Section 1.25 Mistakes in Proposals Discovered after Award .....11

Section 1.26 Ownership of Reports, Drawings, Specifications, etc.....11

**Article II. Standard Proposal Information ..... 11**

Section 2.01 Authorized Signature.....11

Section 2.02 Supplemental Terms and Conditions .....11

Section 2.03 Discussions with Respondents .....12

Section 2.04 Contract Negotiations.....12

Section 2.05 Failure to Negotiate .....12

**Article III. Standard Contract Information..... 13**

Section 3.01 Contract Type .....13

Section 3.02 Contract Approval .....13

Section 3.03 Proposal as a Part of the Contract .....13

Section 3.04 Additional Terms and Conditions .....13

Section 3.05 Insurance Requirements .....14

Section 3.06 Bid Bond - Performance Bond - Surety Deposit.....14

    Bid Bond – Not Required .....14

    Performance Bond - Not Required .....15

    Surety Deposit - Not Required .....15

Section 3.07 Proposed Payment Procedures .....15

Section 3.08 Proposed Payment Procedures .....15

Section 3.09 Informal Debriefing.....15

Section 3.10 Contract Personnel .....15

Section 3.11 Contract Changes - Unanticipated Amendments .....16

**Article IV. Required Contractual Terms and Conditions..... 16**

Section 4.01 Agreement with Kansas Law .....16

Section 4.02 Kansas Cash Basis Law .....16

Section 4.03 Payment of Taxes .....16

Section 4.04 Disclaimer of Liability .....16

Section 4.05 Anti-Discrimination Requirements .....17

Section 4.06 Termination for Default.....18

Section 4.07 Termination for Convenience.....19

Section 4.08 Disputes .....19

Section 4.09 Representations .....20

Section 4.10 Ownership of Materials .....20

Section 4.11 Availability of Records and Audit.....20

Section 4.12 Assignment.....21

Section 4.13 No Limit of Liability .....21

Section 4.14 Indemnification .....21

**Article V. Background Information..... 21**

Section 5.01 Background Information .....21

Section 5.02 Specification of Tactical Robot.....21

**Article VI. Deliverables ..... 22**

Section 6.01 Buyer Requirements .....22

**Article VII. Proposal Format..... 23**

Section 7.01 Proposal Format and Content .....24

**Article VIII. Evaluation and Selection ..... 25**

Section 8.01 Selection Criteria.....25

- Understanding of the Project - 10 % .....25
- Management Plan for the Project - 10 % .....25
- Experience and Qualifications - 40 % .....25
- Contract Cost - 40 % .....25

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS..... 25**

**PROPOSAL FORM..... 25**

**Attachment “A” Pricing Sheet ..... 27**

KCKPD Tactical Robot	Price
Robot:	\$
Shipping/Handling:	\$
Other Charges/Fees:	\$
(Explain)	
Total Price Proposal:	\$
Anticipated Delivery Date:	
Options:	
Battery replacement	\$
Other:	
(Please Describe)	
On-Site Training:	\$
(Please Describe)	
Hourly rate for providing repairs on an “as needed” basis once warranty has expired:	\$/hour
Company Name	Date
Contact Name ( please print)	Title
Signature of Contact Position	
By signing the above, I certify that I am authorized by the Company named above to respond to this request	

**Article I. General Information**

**Section 1.01 Method of Source Selection**

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified

Government.

### ***Section 1.02 Purpose***

The Unified Government of Wyandotte County/Kansas City, Kansas Police Department, is accepting competitive proposals to purchase a "Tactical Robot".

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

### ***Section 1.03 Existing Environment***

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 ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 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.

### ***Section 1.04 Required Review***

Respondents should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of respondent's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten (10) days before the time set for opening.

### ***Section 1.05 Protests and Appeals***

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

### ***Section 1.06 Inquiries - Clarifications***

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance Attn: **Richard Rocha**,

Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions are to be sent to Richard Rocha @ rrocha@wycokck.org. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will determine the appropriate method to be used.

**Section 1.07 Amendments & Addendums**

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

**Section 1.08 Alternate Proposals**

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

**Section 1.09 Implied Requirements**

By submission of the proposal, the Respondent certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the respondent must be included in the proposal.

**Section 1.10 Project Timetable & Contract Term**

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

EVENT	DATE
Release of REQUEST FOR PROPOSAL	4/15/2016
Deadline to submit Written Questions from Respondent’s Regarding the REQUEST FOR PROPOSAL	4/25/16 2:00 p.m. CST
Deadline of Answers to Written Questions	5/3/16 2:00p.m. CST

Deadline for Submission of Proposals	5/11/16 @3:00 p.m. CST
Tentative Notification of Award	TBD

The Unified Government of Wyandotte County/Kansas City, Kansas Police Department is soliciting competitive sealed proposals from vendors for Police Tactical Robot. Vendors providing the commodities/services requested that meet specifications as indicated in this specification document are encouraged to submit a proposal.

**Section 1.11 Location of Work**

The location(s) the work is to be performed is at Kansas City, Kansas Police Department

**Section 1.12 Proposals and Presentation Costs**

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

**Section 1.13 Withdrawal/Modification of Proposal**

Should respondent submit its proposal prior to the response due date, respondent may modify its proposal by submitting a letter to Wyandotte County at any time prior to the Response Due Date.

**Section 1.14 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG’s option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the respondent requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the respondent must be clearly identified and the respondent must include a brief statement that sets out the reasons for confidentiality.

**Section 1.15 Confidentiality**

The information contained herein is confidential and is presented solely for the purpose of preparing a proposal as outlined in this Request for Proposal. This information is not to be disclosed to any third party for any reason without specific written approval of the Unified Government of Wyandotte County. The Respondent shall safeguard all information and data provided by the Unified Government of Wyandotte County. Further, responding respondent shall not sell or make available data or mailing lists compiled from data received from the Unified Government of Wyandotte County without the express written approval of from the Unified Government of Wyandotte County and without appropriate remuneration to the Unified Government of Wyandotte County

### ***Section 1.16 Cooperative Procurement***

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

### ***Section 1.17 Independent Contractor Relation***

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

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

### ***Section 1.18 Determination of Responsibility***

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All Respondents shall supply information as requested by the Procurement Officer concerning the responsibility of such respondent. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

### **Section 1.19 Evaluation**

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 5.02 of this RFP.

### **Section 1.20 Equal Treatment**

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

### **Section 1.21 Award**

The contract shall be awarded in whole or in part to the responsible respondent whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

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

### **Section 1.22 Notification of Award**

Written notice of award shall be sent to the successful Respondent. The successful Respondent shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Respondents are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Contractor will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as

required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.

Contact the Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 628 or call (913) 573-5098 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the respondent in default if the respondent fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form **will be provided by the Unified Government**).

### **Section 1.23 Right to Reject Proposals**

The Unified Government reserves the right without contest to accept or reject any proposal.

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

Respondents may not restrict the rights of the Unified Government or qualify their proposal. If a respondent does so, the procurement officer may determine the proposal to be a non-responsive counter- Respondent and the proposal may be rejected.

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

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other Respondents,

- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

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

### ***Section 1.24 Mistakes in Proposals Discovered Prior to Award***

At any time prior to the specified date and time for submission, a respondent may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government's Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

### ***Section 1.25 Mistakes in Proposals Discovered after Award***

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

### ***Section 1.26 Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

## **Article II. Standard Proposal Information**

### ***Section 2.01 Authorized Signature***

All proposals must be signed by an individual authorized to bind the respondents to the provisions of the Request for Proposal. **PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE RESPONDING SOLUTION PROVIDER SIGNS THE SIGNATURE PAGE**. Proposals must remain open and valid for at least one-hundred and twenty (120) days from the opening date.

### ***Section 2.02 Supplemental Terms and Conditions***

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

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

### ***Section 2.03 Discussions with Respondents***

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

Respondents with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.rior Experience

### ***Section 2.04 Contract Negotiations***

After completion of the evaluation, including any discussions held with respondents during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The respondent will be responsible for all travel and per diem expenses related to contract negotiations.

### ***Section 2.05 Failure to Negotiate***

If the selected contractor

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

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

### **Article III. Standard Contract Information**

#### **Section 3.01 *Contract Type***

This contract is a Firm and Fixed Price contract.

#### **Section 3.02 *Contract Approval***

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

#### **Section 3.03 *Proposal as a Part of the Contract***

Part or all of this RFP and the successful proposal may be incorporated into the contract.

#### **Section 3.04 *Additional Terms and Conditions***

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **Section 3.05 Insurance Requirements**

The successful respondent must provide proof of workers' compensation insurance prior to contract approval.

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

1. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$5,000,000. The Policy must include coverage for, but not limited to, the following:
  - Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
  - Medical Expense
2. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
  - Bodily injury and property damage
  - Any and all vehicles owned, used or hired
3. Workers Compensation: Statutory.
4. Any other insurance required by law or regulations.

The qualified Respondent shall not commence work until it has been demonstrated that they have obtained the required insurance and has filed an acceptable Certificate of Insurance with the Unified Government. The Unified Government shall be listed as an additional insured on insurance policies. All insurance policies shall be open to inspection by Unified Government staff. Copies of the policy shall be submitted to the Unified Government.

### **Section 3.06 Bid Bond - Performance Bond - Surety Deposit**

#### **Bid Bond – Not Required**

Respondents must obtain a bid bond and submit it with their proposal. The amount of the bid bond for this contract is \$0.00. If a respondent is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the respondent receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

**Performance Bond - Not Required**

Respondents must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be equal to the entire dollar value of an offer for the full term of the contract. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. A respondent's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

**Surety Deposit - Not Required**

In lieu of a performance bond, an irrevocable letter of credit or cash may be substituted. The amount of the surety deposit must be \$0.00. Substitution of a surety deposit must be approved by the Purchasing Director prior to its submittal. A respondent's failure to provide the surety deposit within the required time will cause the Unified Government to reject the proposal.

***Section 3.07 Proposed Payment Procedures***

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Chief of Police.

***Section 3.08 Proposed Payment Procedures***

A Virtual Payment Option is now available. If you would like to learn more about this option please contact, Lonia Green, Accounts Payable, 913-573-5138

***Section 3.09 Informal Debriefing***

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

***Section 3.10 Contract Personnel***

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

### **Section 3.11 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments Unified Government Procurement Code Regulation R7-101.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

## **Article IV. Required Contractual Terms and Conditions**

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

### **Section 4.01 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

### **Section 4.02 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.

### **Section 4.03 Payment of Taxes**

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

### **Section 4.04 Disclaimer of Liability**

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

### ***Section 4.05 Anti-Discrimination Requirements***

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor 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 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.

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

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

If the Contractor 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 Contractor 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 Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor 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 Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 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 Contractor 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 Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

#### ***Section 4.06 Termination for Default***

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

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the 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 subcontractor to perform or to make progress,

and if such failure arises out of causes similar to those set forth above, the Contractor 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 Contractor to meet the contract requirements. Upon request of the 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, the 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 the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the 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 the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;

- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

#### ***Section 4.07 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 Contractor specifying the part of the contract terminated and when termination becomes effective.

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

The Procurement Officer shall pay the Contractor the following amounts:

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

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the 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 the Contractor shall not be allowed.

#### ***Section 4.08 Disputes***

All controversies between the Unified Government and the 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 the 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 the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the 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 the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The 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 the 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.

### ***Section 4.09 Representations***

The Contractor 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 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (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.

### ***Section 4.10 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 Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

### ***Section 4.11 Availability of Records and Audit***

The 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. The 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, the 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.

**Section 4.12 Assignment**

Neither the Contractor 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.

**Section 4.13 No Limit of Liability**

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

**Section 4.14 Indemnification**

Vendor 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 Vendor'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.

**Article V. Background Information****Section 5.01 Background Information**

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 ten (10) other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 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.

**Section 5.02 Specification of Tactical Robot**

The Unified Government Kansas City Kansas Police Department has received a grant from the Edward Byrne Memorial Justice Grant (JAG) Program through the Department of Justice Bureau of Justice Assistance to purchase a tactical robot.

KCKPD in the process of acquiring a small unmanned ground vehicle (tactical robot) for implementation into its inventory. This request is required so law enforcement tactical teams can enter into locations that are too small or too dangerous for a person to enter due to weapon threat or building collapse. These systems will be used to locate injured, unconscious or trapped people and armed suspects during barricade gunman or hostage situations. Below is a list of the minimum for the aforementioned vehicle:

SUBJECT: Tactical Robot Minimum Specifications Requirements

- A weight not exceed 40 pounds
- A tracked wheeled vehicle/robot
- Ability to climb stairs
- Ability to self-right
- Ability to deploy O.C. spray
- Digital 2-way communication
- Battery life to exceed 4 hours
- Wireless range/Industry standard (1000 Ft. or greater)
- Spare Battery's/ Quick charge
- Large viewing control screen/camera
- Infra-Red camera capabilities
- Camera zoom capabilities/360 viewing capability
- Command Post audio/video control unit
- Robotic arm capable of manipulating door handle
- Coated Antennas
- Quick release battery replacement
- Water resistance
- Handheld viewing screen
- Charging system compatible with vehicle and wall outlets
- Warranty 2-year
- Annual service plan
- 24/7 technical support

## **Article VI. Deliverables**

### ***Section 6.01 Buyer Requirements***

This enhancement should prove to be dependable, easily operated, and rapidly deployable during critical incidents. While it is the desire of the Special Operations Unit to be fiscally responsible and to ensure that this procurement fulfills operational needs during hazardous missions; our primary goal is to protect our citizens, public safety personnel, as well as government and private

property.

Below is a general outline of requested proposal information:

1. Describe your company and your experience with supplying tactical robots.
2. Describe the tactical robot you are proposing to the KCKPD.
  - o Include the robot's general capacities:
    - Length
    - Width
    - Stowed Height
    - Ground Clearance
    - Weight
3. Describe any accessories included and/or available.
4. Submit with your proposal any manufacturer's descriptive literature and specifications of the tactical Robot being offered.
5. Outline the warranty offered by your company.
6. Outline the on-site and remote training services your company offers.
7. Describe the anticipated delivery date of the robot your company is offering.

## **Article VII. Proposal Format**

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

A respondent **must** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>. Also one (1) copy of the complete response must be submitted on a CD in Word Format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

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

**ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:**

**Proposal – RFP R26379 “KCKPD Tactical Robot”**

**(4) Copies and One (1) original of your proposal and supplementary material should be submitted to:**

**Department of Procurement & Contract Compliance  
701 North 7th Street, Suite 649  
Kansas City, Kansas 66101-3064**

**Please include in your submittal:**

- **one (1) non-bound proposal marked “Original”**
- **one (4) non-bound proposal marked “Copy”**
- **one (1) version in MS Word/Excel and Adobe format on a CD disk**

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

***Section 7.01 Proposal Format and Content***

The Unified Government discourages overly lengthy and costly proposals; however, in order for the Unified Government to evaluate proposals fairly and completely, Respondents should follow the format set out herein and provide all of the information requested.

- An index must be provided noting each section of the submitted proposal.
- Each section of the submitted proposal must be clearly tabbed for easy access and reference.
- The provided “Proposal Form” must be provided in the first section.
- Letter of Interest in providing the services requested in this proposal for the intended use of the property.
- Statement of Qualifications in providing the services requested in this proposal. Include the abilities, qualifications, and experience of all person(s) who will be providing the required service and questions listed in section 5.02

**Article VIII. Evaluation and Selection**

***Section 8.01 Selection Criteria***

- **Understanding of the Project - 10 %**
- **Management Plan for the Project - 10 %**
- **Experience and Qualifications - 40 %**
- **Contract Cost - 40 %**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**RFP R26379  
“KCKPD Tactical Robot”**

**PROPOSAL FORM**

**AUTHORIZED SIGNATURE**

**By submission of this proposal, the undersigned certifies that:**

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

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 120 days.

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_

**Attachment "A" Pricing Sheet**

KCKPD Tactical Robot	Price
Robot:	\$
Shipping/Handling:	\$
Other Charges/Fees:	\$
(Explain)	
Total Price Proposal:	\$
Anticipated Delivery Date:	
Options:	
Battery replacement	\$
Other:	
(Please Describe)	
On-Site Training:	\$
(Please Describe)	
Hourly rate for providing repairs on an "as needed" basis once warranty has expired:	\$/hour
Company Name	Date
Contact Name ( please print)	Title
Signature of Contact Position	
By signing the above, I certify that I am authorized by the Company named above to respond to this request	