

**Department of Procurement and  
Contract Compliance  
REQUEST FOR PROPOSALS FOR**



**Food and Laundry Services for  
Adult and Juvenile Detention Centers -  
Sheriff's Office**

**RFP NUMBER: R41156  
ISSUE DATE: November 14, 2024  
PROPOSALS DUE: December 19, 2024**

**Contact Information:** Arenis Montes, Buyer  
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## **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, Sheriff Department is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing laundry and food services for the inmate population.

Contractors 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***

Contractors 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 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 Contractor'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 days before the time set for opening.

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

Any protest or appeal of the award must be in writing and received by the Director of Purchasing within seven (7) days of the award issuance. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director subject to the approval of the Sheriff, 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: Arenis Montes, a.montes@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be 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 may be answered over the telephone. 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 Contractors known to have the Request for Proposal.

**Section 1.08      *Alternate Proposals***

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

**Section 1.09      *Implied Requirements***

By submission of the proposal, the Contractor 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 Contractor 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.

Issue RFP	November 14, 2024
Mandatory Pre-Proposal Conference/Site Evaluation	November 22, 2024
Clarification Deadline	December 3, 2024
Proposals Due	December 19, 2024
Interviews – Week of	TBD
Sheriff and CAO Approval	TBD

The length of the contract will be from the date of award and continue for a term length of three (3) years with two (2) optional 1-year extensions.

Any extension must be approved by all parties as written agreement.

The Unified Government may request additional related services not anticipated at the time of this agreement. At the Unified Government's request, the Contractor shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

### ***Section 1.11 Location of Work***

The location(s) the work is to be performed is at two locations: Wyandotte County Adult Detention Center (ADC) at 710 N. 7<sup>th</sup> Street, Kansas City, Kansas, and Wyandotte County Juvenile Detention Center (JDC) at 738 Ann Avenue, Kansas City, Kansas.

### ***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 Contractor 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 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 Contractor 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 Contractor must be clearly identified and the Contractor must include a brief statement that sets out the reasons for confidentiality.

### ***Section 1.14 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 1.15     *Independent Contractor Relation***

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

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the 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 1.16     *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 Contractors shall supply information as requested by the Procurement Officer concerning the responsibility of such Contractor. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code. The contract file shall contain the basis on which the award is made.

### **Section 1.17     *Evaluation***

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

### **Section 1.18     *Equal Treatment***

Contractors 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 Contractor's price to another) and disclosure of any information derived from competing proposals is prohibited.

## **Section 1.19 Award**

The contract shall be awarded in whole or in part to the responsible Contractor, with the ability to award to one or multiple Contractors, 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 Sheriff, in conjunction with 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 Sheriff, in conjunction with the County Administrator, will be final unless an appeal is filed as described in the protest section.

## **Section 1.20 Notification of Award**

Written notice of award shall be sent to the successful Contractor. The successful Contractor 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*)
- If the Contractor is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form *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. Contractors 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 29-585 and 29-586 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 Contractor in default if the Contractor fails to perform all the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- The Contractor agrees that in making an offer under this Request for Proposal, it will be bound by the Unified Government's General Contractual Conditions, an example of which is attached to this Request for Proposal as Attachment F.
- 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 \$50,001.00 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 1.21 Right to Reject Proposals**

The Sheriff reserves the right without contest to accept or reject any proposals or alternate proposals. Contractors 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, with Sheriff approval, may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Contractors may not restrict the rights of the Unified Government or qualify their proposal. If a Contractor does so, the Procurement Officer, with Sheriff approval, may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer, with Sheriff approval, if determined that they:

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

If no Contractors 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 Contractors at a later date, with Sheriff approval, or may choose to negotiate with those submitting proposals.

### **Section 1.22 Mistakes in Proposals Discovered Prior to Award**

At any time prior to the specified date and time for submission, an Contractor may withdraw or modify a proposal prior to the established due date which is either the time and date announced for the receipt of

proposals or receipt of modifications to proposals or if discussions have begun, it is the time and date by which best and final offers must be submitted provided that only Contractors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals:

- 1) **During Discussions: Prior to Best and Final Offers:** once discussions are commenced with any Contractor or after best and final offers are requested, any Contractor may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;
- 2) **Minor Informalities:** Minor informalities unless otherwise corrected by an Contractor as provided in this Section, shall be treated as they are under competitive sealed bidding;
- 3) **Correction of Mistakes:** if discussions are not held or if the best and final offers upon which the award will be made has been received, mistakes may be corrected and intended correct offer will be considered only if:
  - a) The mistakes and the intended correct offer are clearly evident on the face of the proposal in which event the proposal may not be withdrawn; or
  - b) The mistake is not clearly evident on the face of the proposal, but the Contractor submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of the other Contractors.

### ***Section 1.23 Mistakes in Proposals Discovered after Award***

Mistakes shall not be corrected after award of the contract except where the Purchasing Director or the head of the User Department finds it would unconscionable not to allow the mistake to be corrected.

### ***Section 1.24 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 Unified Government.

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

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

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

### ***Section 2.02 Pre-Proposal Conference/Site Evaluation***

A mandatory Pre-Proposal Conference/Site Evaluation will be held at **9:00 AM**, Central Standard Time, on **November 22, 2024**, in the **Detention Center Training Room** in the Sheriff's Office, 710 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101 in Room D2-129 on Floor 2. It is mandatory for Contractors to attend the Pre-Proposal Conference/Site Evaluation to submit a proposal.

The purpose of the Pre-Proposal Conference/Site Evaluation is to discuss the work to be performed with the prospective Contractors and allow them to ask questions concerning the RFP.

Further, a tour of the facilities showing Contractors the location of existing equipment will be conducted. This will be the only time available to the Contractor to visit the Facilities during the RFP process. For security reasons, Contractor must submit **Attachment B – Pre-Proposal Conference/Site Evaluation Registration Form. The form is required for admittance to the Pre-Proposal Conference/Site Evaluation and must be emailed on or before 11:00 AM CST– November 21, 2024**, via email, [a.montes@wycokck.org](mailto:a.montes@wycokck.org), to the Office of Procurement and Contract Compliance ATTN: Arenis Montes, Buyer. Each Contractor shall be limited to two (2) representatives to attend the mandatory Pre-Proposal Conference/Site Evaluation.

No other Contractor on-site tours will be scheduled. Failure to adequately inspect the premises shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to the Unified Government, any material and equipment performing any labor that may be required to carry out the intent of the contract.

Contractors with a disability needing accommodation should contact the procurement officer prior to the date set for the Pre-Proposal Conference/Site Evaluation so that reasonable accommodation can be made.

### **Section 2.03 Site Inspection**

The Unified Government may conduct on-site visits to evaluate the Contractor's capacity to perform the contract. Contractors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

### **Section 2.04 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 2.05      *Discussions with Contractors***

The Unified Government may conduct discussions with Contractors 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 Contractors 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 Contractors 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.

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

## **Section 2.06      *Prior Experience***

One (1) year of prior experience in providing meals and laundry services in similar setting preferred.

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

## **Section 2.07      *Evaluation of Proposals***

The Sheriff, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

## **Section 2.08      *F.O.B. Point***

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

## **Section 2.09      *Contract Negotiations***

After completion of the evaluation, including any discussions held with Contractors 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 and Sheriff. 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 Contractor will be responsible for all travel and per diem expenses related to contract negotiations.

## **Section 2.10 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 Contractor.

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

### **Section 3.01 Contract Type**

This contract is a **Fixed Price** contract.

### **Section 3.02 Contract Approval**

This RFP 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 and Sheriff. 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 Contractor must secure the insurance coverage required by the Unified Government. A Contractor's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

## Insurance Requirements

The Contractor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful bidder shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

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

In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

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

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

The Unified Government, in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, shall be named as an additional insured. Contractor shall carry and maintain in force for the duration of the contract insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits as set forth below:

### **Commercial General Liability:**

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
2. \$2,000,000 annual aggregate  
Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor's Protection.

### **Workers' Compensation and Employer's Liability:**

1. Statutory Worker's Compensation including an all states endorsement
2. Employers Liability (E.L. and Disease):
  - a. Bodily Injury by Accident                      \$500,000 Each Accident

- b. Bodily Injury by Disease \$500,000 Policy Limit
- c. Bodily Injury by Disease \$500,000 Each Employee

**Commercial Automobile Liability:**

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident covering all owned, non-owned, and hired vehicles

**Umbrella Liability:**

\$5,000,000 per occurrence and aggregate  
Following form of the Commercial General Liability policy

Additional Insured endorsement shall read exactly as follows:

The Unified Government, in the name of the Unified Government, shall be named as additional insured with respect to the work performed for the contract(s): RFP #R41156 Food and Laundry Services for Adult and Juvenile Detention Centers - Sheriff's Office

Certificate Holder:

Provide BID or RFP Number and Title in the "miscellaneous" area of certificate.

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

***Section 3.06 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 project director.

***Section 3.07 Proposed Payment Option***

A Virtual Payment Option is now available. If you would like to learn more contact, Accounts Payable, 913-573-5253

***Section 3.08 Informal Debriefing***

When the contract is completed, an informal debriefing may be performed at the discretion of the Sheriff's Office. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

***Section 3.09 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 3.10 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.

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 and the Sheriff.

## **Article IV. Introduction**

### ***Section 4.01 Background Information***

The Wyandotte County Sheriff's Office was established in 1861 when Wyandotte County was a territory. The Sheriff is elected by the voters of Wyandotte County to serve a four-year term. The Sheriff's authority is established and outlined by the laws of the State of Kansas. The Sheriff's budget is provided and set by the Unified Government.

The Wyandotte County/Kansas City, Kansas Sheriff's Office is comprised of three separate divisions: Field Services, Detention Bureau, and Support Services.

### **Wyandotte County Adult Detention Center Overview (ADC)**

The Wyandotte County Detention Center, located at 701 N. 7th Street, Kansas City, Kansas, serves as the primary facility for the detention of individuals awaiting trial or sentencing, as well as those serving short-term sentences. The center accommodates arrestees from various law enforcement agencies, including the Bonner Springs Police Department, Kansas City, Kansas Police Department, Edwardsville Police Department, Kansas Highway Patrol, KCCC Campus Police Department, District 500 School Police, and the University of Kansas Police Department.

#### **Overview**

- **Location:** Situated in Wyandotte County, part of the Kansas City metropolitan area, the facility is easily accessible for community and legal purposes.
- **Capacity:** With a significant capacity of up to 584 beds, the detention center houses a diverse population of inmates. Due to classification requirements, maintenance, and medical considerations, the facility typically operates at around 80% of its total capacity.

#### **Facilities and Services**

- **Security:** The center incorporates advanced security measures to ensure the safety of both staff and inmates, including comprehensive surveillance systems and controlled access areas.

- Programs: A variety of rehabilitative programs are available, including educational classes, substance abuse counseling, and job readiness training.
- Food Services: The facilities are equipped with a fully operational kitchen that supports food service preparation, along with adequate storage areas for frozen, refrigerated, and dry food products.
- Medical Services: The center features a 24-hour medical clinic, which includes a dedicated mental health unit accessible during business hours.

**Administration**

- Management: The Wyandotte County Sheriff’s Office oversees the center, ensuring efficient operations and the well-being of all inmates.
- Staffing: The facility employs trained correctional officers and support personnel skilled in managing detention environments and providing care to individuals in custody.

This comprehensive structure allows the Wyandotte County Detention Center to fulfill its critical role in the local justice system effectively.

**ADULT DETENTION CENTER ADP**

<b>ADP</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>		<b>ALOS</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
January	305	424	455	458		January	18.63	18.88	15.70	16.8
February	333	431	452	470		February	15.68	16.38	14.94	17.8
March	351	389	454	480		March	15.6	16.14	16.16	18
April	367	398	453	470		April	15.46	15.05	14.66	19.4
May	376	427	448	460		May	14.84	16.31	14.95	16.0
June	395	434	435	416		June	14.52	15.68	14.92	15.4
July	414	428	465			July	17.56	15.62	16.07	
August	417	447	475			August	17.01	15.97	15.35	
September	443	444	457			September	16.14	15.66	15.95	
October	434	444	450			October	16.56	16.18	15.56	
November	446	468	467			November	16.04	16.06	15.56	
December	436	465	457			December	16.64	16.41	15.80	

\*ADP = Average Daily Inmate Population

\*ALOS = Average Length of Stay

**The Juvenile Detention Center (JDC)** in Kansas City, Kansas, located at 738 Ann Avenue, Kansas City, Kansas 66101, serves as a facility for the temporary detention of juveniles who are awaiting court hearings or have been charged with offenses. Here are some key points about the JDC:

**Overview**

- Purpose: The JDC is designed to ensure the safety of both the juvenile population and the community. It provides a secure environment for youth while addressing their needs during the detention period.

**Facilities and Services**

- Detention Environment: The facility focuses on creating a safe and supportive environment. It is equipped with security measures appropriate for juvenile detention, including monitoring systems and controlled access.
- Programs: The JDC offers various programs aimed at rehabilitation, including educational services, life skills training, and counseling. These programs are designed to address the underlying issues that contribute to delinquent behavior.
- Medical and Mental Health Services: The center provides access to medical care and mental health services to ensure the well-being of the juveniles in custody.
- The facility can hold 40 juvenile residents.

**Administration**

- Management: The JDC is managed by the Wyandotte County Sheriff's Office, which is responsible for the operations and welfare of the juveniles.
- Staffing: Trained staff members, including juvenile correctional officers and counselors, work to support the youth, providing guidance and facilitating programs aimed at rehabilitation.

**Community Involvement**

- The JDC collaborates with local organizations and community programs to provide resources and support for youth, aiming to reduce recidivism and promote successful reintegration into society.
- JDC is also a contract farmout facility for Leavenworth and Atchison counties.

JUVENILE DETENTION CENTER ADP

<b>YEAR</b>	<b>AVERAGE DAILY POPULATION</b>
2019	19.3
2020	22.2
2021	16.3
2022	28.1
2023	27.8
2024	24 as of Oct. 15, 2024

## **Article V. Deliverables**

### **Section 5.01 Scope of Services**

The Unified Government will enter into one contract for the provision of: (i) food services for inmates, staff and designated visitors to the Sheriff's Adult Detention Center (ADC) and Juvenile Detention Center (JDC) and (ii) laundry service for the Sheriff's ADC.

The Contractor must be able to fully meet all of the following objectives set forth in Subsection A, below, provide all services and meet all requirements identified in Subsection B, below and fully comply with all instructions in Subsection C, below.

#### **A. OBJECTIVES**

1. To deliver high quality food service that can be audited against established nutritional and health standards.
2. To manage and operate the food service program using corrections-experienced and professionally trained supervisors and personnel.
3. To manage and operate a food services department for Wyandotte County ADC in Kansas City, Kansas.
4. To manage and operate a food services department at the Wyandotte County JDC in Kansas City, Kansas.
5. To manage and operate a correctional laundry service for inmate laundry at the Wyandotte County ADC.
6. To manage and operate an officers' dining room at the ADC and JDC with emphasis on the welfare and morale of the participating officers and staff at the facilities.
7. To operate the food service program in a cost-effective manner with full reporting to Unified Government.
8. To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
9. To maintain an open collaborative relationship with the administration and staff of Unified Government, Sheriff, and other county offices.
10. To maintain compliance with standards established by local ordinance or resolution, State and Federal Correctional Food Service standards, and the standards established by the American Correctional Association and the National Institute for Jail Operations.
11. To offer a comprehensive program for continuing training for staff or offenders working in the kitchen(s).
12. To operate the food service program in a humane manner with respect to the offenders' rights to basic health and nutritional standards.

#### **B. SCOPE OF SERVICES**

The Sheriff's Office and the Unified Government have a contractual agreement that provides meals and food service to offenders, staff, and designated visitors. The Contractor and the Sheriff's or designee meet

and agree on all items to be carried on the food service menu. No items are added or deleted without the approval by the Sheriff or his designee, which in most instances is the Warden. The Sheriff reserves the right to stipulate food service items and to require removal of menu items that are considered inappropriate.

### *Food Operations*

1. Contractor will supply the labor, foodstuffs and preparation materials including sharps, service utensils, dishwashing, sanitation, cleaning supplies and chemicals for food preparation, non-durable kitchen supplies such as uniforms, gloves, and all incidentals necessary to provide for full food service operation for inmates and staff of the Wyandotte County Adult and Juvenile Detention Centers. Food services will be required three hundred sixty-five (365) days per year (366 in leap year) three (3) times per day as specified by the Warden.
2. Contractor will supply and assume all costs of operation for labor, food, preparation materials including sharps (sharps are knives or anything with a blade,) and service utensils, non-durable kitchen supplies such as uniforms, gloves, and all incidentals necessary for full food service operation. Labor is defined as personnel hired by the Contractor and on Contractor's payroll. The Contractor will pay all wages, fringe benefits and payroll taxes.
3. Food and food service Contractors and Subcontractors will meet all applicable federal, state and local guidelines.
4. Contractor will purchase, receive, store, prepare, produce, and package food to meet the prescribed menu. All foods must be prepared on site at the designated location. ADC meals will be prepared at the Adult Detention Center kitchen facilities and JDC meals will be prepared at the JDC kitchen facilities.
5. Contractor will serve tasty, visually appetizing, wholesome, nutritious, quality food at the correct serving temperature, portion, and at the proper times as designated by the Warden.
6. The Contractor shall also be responsible for training their personnel on the safe and proper usage of the kitchen equipment.
7. Contractor must provide contingency plans to provide service in the face of unforeseen events, i.e., power failure, fire, flood, or a labor walk out which would cripple the normal operations.
8. Contractor will provide religious, medical and vegetarian diets described as Special Diets.
9. Contractor will be expected to provide meal service in accordance with the facility schedule:

Meals	ADC Times	JDC Times	Staff/Employee Meal Line
Breakfast	7:00 a.m. hot or cold	7:00 a.m. hot	5:30 a.m. – 7:30 a.m.
Lunch	11:00 a.m. hot or cold	11:00 a.m. hot or cold	11:00 a.m. – 2:00 p.m.
Dinner	5:00 p.m. hot	5:00 p.m. hot	5:30 p.m. – 7:30 p.m.

10. Meals shall be prepared three (3) times per day, with preparation completed and food ready for distribution no later than the times designated. In the event that regular trays cannot be used, the Contractor, at their expense, shall provide disposable products, preferably eco-friendly. Should the use of Styrofoam be required, the Shift Commander shall be notified
11. There shall be not more than fourteen (14) hours between the evening meal and the breakfast meal except for emergency situations.
12. Based upon Work Release inmate schedules, early breakfast meals may be required by 3:00 a.m. and shall be that which is listed on the menu. This will be reviewed by the Shift Commander.
13. Staff persons requesting a meal shall be required to sign the Staff Meal Form. The number of meals shall be limited to the number of staff signing the form. This shall be verified on a weekly basis by the Warden or designee. For staff, all condiments shall be in individual, pre-packaged sizes. The average number of staff meals per week is 560.
14. Special Diets: The following special diets may be required at any given time during the contract at no additional cost:
  - a. BHT AND BHA ALLERGY/SENSITIVITY
  - b. CLEAR LIQUID DIET
  - c. CORN ALLERGY/SENSITIVITY
  - d. DIABETIC CALORIE CONTROL DIETS
  - e. EGG ALLERGY/SENSITIVITY
  - f. FLUID MILK FREE DIET
  - g. FOOD SENSITIVITY
  - h. FULL LIQUID DIET
  - i. HEART HEALTHY
  - j. LOW SALT DIET - NO ADDED SALT
  - k. PEANUT ALLERGY/SENSITIVITY
  - l. PUREED DIET
  - m. RELIGIOUS DIET
  - n. RENAL DIET
  - o. SOY PROTEIN ALLERGY/SENSITIVITY
  - p. SPECIFIC ALLERGY AND FOOD SENSITIVITY DIETS
  - q. DOUBLE PORTION MEALS FOR UNDERWEIGHT INDIVIDUALS AS MEDICALLY PRESCRIBED

15. Food Service Personnel and Staffing Requirements

- a. Contractor will provide the Warden with a list of personnel names used for designated job assignments. The Food Service Director will maintain, on file at all times, qualifications of each person on Contractor's payroll with facility access. The Warden may at any time instruct the Contractor to remove, for just cause, any of the Contractors' assigned personnel from access into the facility. The Contractor's employees, Contractors, sub-Contractors, agents and representatives, may be subject to criminal records checks by the Warden and random drug test at the Contractor's expense.
- b. Contractor must provide adequate personnel 365 (366 on leap years) days per year for a successful operation at both ADC.
  - Contractor must include within their proposals a staffing plan sufficient to successfully achieve the program objectives for full food preparation and service at the ADC.
  - The County will supply approximately (10) inmate workers per shift, to work within the kitchen at the ADC.
- c. The Contractor must provide adequate personnel 365 (366 on leap years) days per year for a successful food service operations at the JDC.
  - The Contractor will provide all necessary staff for meal preparation and service at JDC.
  - Contractor must include within their proposals a staffing plan sufficient to successfully achieve the program objectives for full food preparation and service at the JDC.
  - Inmate workers will not be provided or allowed at JDC.
- d. At a minimum, the staffing plan should include one (1) Food Service Director or Manager and three (3) Supervisors present and supervising the preparation of three (3) meals. *With the proposal, the Contractor should include a two (2) week staffing schedule for each location.* Dietary staff shall be determined by the Food Service Director and must be knowledgeable and comply with all state mandates.
- e. Should the Food Service Director or Food Service Manager Position become vacant, at any time the Contractor shall have twenty-one (21) calendar days to fill the position but shall immediately appoint an acting Food Service Director or Manager. Should the position remain unfilled after the 21-day period, the Contractor shall pay the County \$1,000, and \$100 per day thereafter until the position is filled by an individual acceptable to the County. The Warden shall have the power to waive this fine or extend the time-period in which the vacancy must be filled upon written request from the Contractor.
- f. The Contractor shall provide a breakdown of its employees' salaries by direct labor rate per hour and loaded rate per hour with the signed County Contract. The Warden shall be

provided the actual hourly and loaded rate for each employee hired at the time they begin employment.

16. Food & Meal Quality Requirements:

- a. A statement of nutritional adequacy, prepared by a registered dietician, detailing the caloric and nutritional content of the menu, will be included in the bid proposal.
- b. All foods served shall be wholesome and free from spoilage and decay. Uncooked items such as fruits and vegetables shall be clean and free from blemishes.
- c. Cooking temperatures and cooking time shall be regulated in order to retain nutrients and to serve palatable and attractive food.
- d. All food items purchased by the Contractor in connection with this Contract shall meet and comply with all Local, County, and State Codes, Regulations and Laws and be from approved sources.
- e. All institutional meat purchases shall meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items shall have grading certificates.
- f. All deliveries of potentially hazardous foods shall conform to the Kansas State Department of Health and Mental Hygiene regulations governing temperature maintenance during transportation.
- g. Grade minimums and standards for food items shall be as follows:
  - Seafood / Fish. All seafood shall be of the best quality and fresh chilled or frozen and must conform to all standards and regulations of any Health Department or agency having jurisdiction over the processing, packing, sale, transportation, or distribution of seafood.
  - Poultry- United States Department of Agriculture Grade A or better. All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A or better.
  - Meats. All meats shall have been inspected and passed by the U.S.D.A. and shall be graded as follows:
    - Beef - U.S.D.A. Grade A or better
    - Ground beef- U.S.D.A. Utility or better not to exceed 25% fat.
    - Grading certificate must be provided where required.
  - Fruits and Vegetables (Canned or Frozen) Extra Standard or better. All canned food shall be USDA inspected and no less than Grade A or Extra Standard; except that

Grade B may be used for soups, stews, purees, and similar items.

- Eggs U.S.D.A. Grade A medium
  - All fresh shell eggs shall be USDA Grade A medium or better. All fresh, liquid, frozen or dried eggs must be pasteurized and processed under continuous inspection of the USDA. All cans and packages must bear the USDA seal showing the date of inspection. Frozen Eggs once thawed, must be used and may not be refrozen.
  
- Fruits and Vegetables (Fresh) - USDA No. 1
  - All fresh fruits and vegetables shall be top grade, depending on the specific fruit or vegetables and its use in preparation of finished products.
  
- Dairy Products and Cheese -USDA Grade
- All dairy products must conform to Kansas State Department of Health and Mental Hygiene standards. Fluid milk must contain a minimum of 400 IU of Vitamin D and 2,000 IU of Vitamin A per quart.
  
- Frozen Foods
  - All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the USDA.
  
- h. The Warden or his/her designee shall make regular unannounced inspections of food items to ensure the food labels meet or exceed grade minimums.
- i. The assigned kitchen staff shall review each meal served to ensure it is acceptable and conforms to the menu. Any meal found unacceptable, e.g., taste or manner prepared (uncooked) shall be refused by the Shift Commander and brought to the attention of the Food Service Manager or Cook on Duty. When appropriate, the meal may be re-prepared to correct the problem as long as such preparation conforms to food service guidelines regarding the same. When this is not possible, the Shift Commander shall direct the Food Service Manager or Cook on duty to replace the unacceptable portion of the meal with a substitute item. All actions taken shall be documented in a general information report to Warden and the Food Service Monitor.
- j. Any meal found unacceptable by an inmate(s) shall be reported by the Officer on the post to the Shift Commander and the Food Service Manager or Cook on Duty. When the meal is determined to be unacceptable by the Shift Commander or the Food Service Employee, it shall be replaced with the same item that is acceptable or a substitute, if necessary.

- k. Any meal found to be unacceptable shall be replaced at no cost to the County. Where more than fifty (50) trays are replaced, and the decision to do so is not one of convenience as determined by the Shift Commander, the Contractor shall be considered as not conforming to the performance requirements.

18. Regular Menu

- a. Contractor shall submit a menu, along with a nutritional analysis that meets or exceeds all applicable guidelines. The menu and analysis shall be approved and dated by a registered dietician. Changes may be made to this menu on a seasonal or otherwise designated basis, as agreed upon by the Warden or his/her designee and the Contractor.
- b. Menu cycle will run no less than three (3) weeks (21 days). Menus shall be planned in advance by the Contractor and shall follow the three (3) week cycle pattern for the period planned. Menus for the period covered shall provide sufficient variety and should be designed with the inmate population in mind.
- c. Proposed menus shall be submitted to the Warden for review and approval at least fifteen (15) days in advance before the first effective day of the menu.
- d. Items which are disapproved by the Warden shall not be served. Contractor will provide alternatives to rejected items within five (5) days to the Warden for approval. Pork or pork byproducts may not be served.
- e. Portion sizes will be specified on the proposed menus and will be cooked weight or identified as raw weight.
- f. Minimum condiments selection shall be as follows:  

ITEMS:

  - Margarine
  - Catsup
  - Mustard
  - Salad Dressing (variety)
  - Onion, relish, tartar sauce
  - Sugar packets
- g. The menu shall be evaluated on a semi-annual basis by the Warden or his/her designee. Changes shall be incorporated into the menu and approved by a registered dietician within thirty (30) days.
- h. The Contractor shall keep the ingredient and nutrient analysis/recipe information on file for all prepared menu items purchased for the meal service.
- i. Menu Changes. Menu changes for any reason shall be approved in advance by the

Warden or in his/her absence the Shift Captain or in his/her absence the Shift Commander/Shift Sergeant. In relation to the Performance Requirements regarding this issue, the only acceptable reasons for a menu change are:

- i. Late delivery of food and dry stores.
  - ii. Unexpected population surge of fifty (50) or more.
  - iii. Malfunctioning equipment ruined food preparation.
  - iv. Power outage or natural disaster.
  - v. Planned meal items determined un-servable.
- j. The Contractor shall submit a written justification for any menu change on the same date it occurs to the Food service Monitor. This report shall include the name of the facility employee contacted regarding the change.
- k. Specific menu concerns:
- i. Bread products shall be listed as the number being served, i.e., 2 rolls, 2 slices, etc.
  - ii. Casseroles should be served to ensure that each tray receives an equal amount of contents in the casserole.
  - iii. Menus shall not develop patterns of products over several days, i.e., casseroles, patties, eggs, rice, etc. These items shall be separated to ensure inmates do not receive items two and three days in a row.
  - iv. Fresh fruit and vegetables are to be relatively unblemished and of an appropriate taste. Lettuce will not be wilted or brown in color either due to age or manner of storage.
  - v. Bag lunches for inmates attending courts, working on County supervised jobs, or assigned to work release shall include a minimum of two (2) sandwiches (2 oz. of meat and 1 oz. of cheese) or one jelly (1 oz.), 1/2-pint fruit drink and fruit or dessert, and shall be equal to the caloric content of a regular meal. Whole fruit should not be included in the lunches designated for court.
  - vi. The staff meal line proposal should include items to offer bonus items throughout the week to staff to include ice cream and nachos. The staff meal line should also offer coffee and various soda and drink options.

## 19. Contractor Personnel

- a. Contractor provides the Warden with a list of personnel used for designated job assignments in the department. The Food Service Director maintains, on file, qualifications of each person on payroll. The Warden may at any time instruct to Contractor to remove, for just cause, any of the Contractors' assigned personal from access into the facility. The Contractor's employees, Contractors, sub-Contractors, agents, and representatives may be subject to criminal records checks by the Warden and random drug test at the Contractor's expense.
- b. All personnel shall meet the minimum requirements established by the Wyandotte County Sheriff's Office.

- c. All employees shall be twenty-one (21) years of age or older.
- d. The Contractor will provide a trained Food Service Director, with Food Service experience, who will work in conjunction with the Warden and Food Service Monitor. The Warden and all other employees of the Contractor will be subject to review and approval by the Director and Warden of the Wyandotte County Sheriff's Department. All personnel shall be required to pass a background investigation conducted by the Applicant Unit of the Wyandotte County Sheriff's office as a prerequisite for initial and/or continued employment prior to starting employment.
- e. All personnel shall comply with current and future State, Federal, and local laws and regulations, court orders, administrative regulations, administrative directives and policies and procedures of the Wyandotte County Sheriff's Department.
- f. The Contractor shall immediately replace or provide required coverage for any employee who is unable to perform assigned activities in a reliable manner, demonstrates an uncooperative attitude or discourtesy, or is deemed unsatisfactory by the Administrator or his/her designee.
- g. Food Service personnel employed by the Contractor will be properly attired in a clean uniform, including shirt, pants, hat or hairnet and disposable plastic gloves. Contractor shall provide uniforms, hair coverings and plastic gloves to its personnel. Contractor shall also provide hair coverings and plastic gloves to inmate food workers. Hair restraints shall be worn by all food service workers during the time they are performing their duties.
- h. Contractor will maintain a properly selected and trained staff at all times serving high quality, properly prepared food at the correct temperature, and portion, within quality guidelines and in the most efficient manner.
- i. Contractor will demonstrate that it is an equal opportunity employer having declared a policy of non-discrimination stating that it will take affirmative action to maintain and promote non-discrimination to race, color, religion, national origin, sex, or age in all phases and levels of employment, including the use of facilities, in accordance with the Civil Rights of 1964 and executive orders thereunder.
- j. All employees of the Contractor will undergo an initial orientation period offered by the Contracting Agency and will be obligated to adhere to all agency policies and procedures. The employee shall not be permitted to work independently until the Contractor determines the employee is properly trained and so advises the Warden or his/her designee in writing.

20. Administration

- a. The Contractor shall be responsible for ensuring its staff report any problems or any unusual incidents to the Warden via the Food Service Manager, Food Service, Shift Commander and Shift Captain.
- b. The Contractor shall provide a cellular phone or pager to the Food Service Director and Food Service Manager at no cost to the County. Since cell phone usage is prohibited inside the Detention Center, this equipment is to be used only to contact the Food Service Director while out of the Detention Center facility. In the absence of the Warden or the Manager, Contractor shall designate an employee to act in his/her place and wear the cell phone or pager as noted above. The Contractor shall not bill the County any extra for any employee placed in an acting position.
- c. The Contractor shall ensure that the Food Service Director or designee attends the administrative meetings required by the warden. The Food Service Director or designee shall present any operational problems that need to be addressed. The Food Service Director or designee may be required to attend other staff meetings periodically.
- d. The Contractor shall ensure the Food Service Director advises the Warden or designee whenever the Contractor is unable to provide or maintain the level of services required by the Contract.
- e. A weekly meeting shall be held between Detention Facility Officials, facility staff and appropriate Contractor personnel to review significant issues and changes, and to provide feedback relative to the Food Service Program, so that any deficiencies or recommendations may be acted upon.
- f. The Contractor shall specifically comply with all standards promulgated by the Wyandotte County Sheriff's Department Policy and Procedure, especially those related to food service. The applicable standards and policies are:
  - i. Menu Approval
  - ii. Frequency of Meals
  - iii. Health Inspection
  - iv. Dietary Hygiene Practices Dietary Medical Screening Special Diets
  - v. Use of Food as Punishment/Reward Supervision of Food Services Weekly Inspections
  - vi. Kitchen Utensils
  - vii. Toxic, Caustic & Flammable Materials

## 21. Security

- a. The Sheriff maintains final authority on all security and operational issues as they relate to food service management. Food service employees, vehicles, workplace, on-site facilities, and equipment are subject to search and inspection by the Sheriff's staff when indicated.

- b. Contractor's personnel shall be subject to all security regulations and procedures at the Wyandotte County Sheriff's Office.
- c. The Department's Director or Warden may restrict any employee's access to the Facility due to security concerns or policy violation.

22. Health Department Inspections

- a. The Contractor shall be inspected by the County Health Department as necessary. These inspections are unannounced and are either required by State statute or may be the result of a complaint received from an anonymous source.
- b. The Food Service Manager, or in his/her absence, the Cook on duty, will escort the Health Department Official on any inspection. Additionally, the Food Service employee shall ensure the Deputy Administrator and the Food Service Monitor is notified of any inspection prior to its initiation.
- c. The Contractor is expected to maintain appropriate management practices to ensure a passing score at any inspection. Should, at any time, the food service area fails a Health Inspection, either before or after the corrected inspection, the Contractor shall be considered in non-performance of its duties, except if failures are due to problems with the physical plant or kitchen equipment, where the Contractor has reported same as problems by Incident Report or Work Repair Orders and the corrections have not yet been completed.

23. Sanitation

- a. The Contractor shall be expected to ensure appropriate levels of sanitation are maintained at all times to maintain Health Department standards.
- b. The Contractor shall be responsible for the cleanliness of all food preparation and service areas equipment. All such areas shall be cleaned daily, and the Contractor shall provide detailed policies to ensure this is completed.
- c. The County shall conduct a weekly inspection of all food preparation and service areas and equipment. This inspection shall be recorded on an approved form that shall be reviewed with the Food Service Manager at the Quality Assurance Meetings or as necessary.
- d. All surfaces shall be washed and cleaned to include, tables and chairs in the staff dining room, floors and floor drains in the kitchen, food preparation areas, storage areas, dishwashing and rest rooms to the satisfaction of the Department.

- e. All trash and debris shall be placed in the receptacles or compactor provided by County and directed by the Warden.
- f. The Contractor is to provide routine scheduled cleaning and maintenance of grease traps, and disposal of grease in accordance with the Health Department regulations, exhaust hood ducts and risers from the hood to the mechanical exhaust fan on the building's exterior and fire suppression systems to include periodic testing to ensure code compliance.
- g. The Contractor is to develop a monthly facility sanitation maintenance schedule that designates the frequency and responsibility for the cleaning of all food service areas and equipment. A copy of a plan is to be delivered to the department within thirty (30) days of the commencement of service.

24. Utensil and Inventory Inspection

- a. The Contractor shall adhere to The Wyandotte County Sheriff Department Policy regarding the issuance, use and control of sharp instruments and other kitchen equipment.
- b. The Contractor will conduct an inventory of all sharp utensils at the beginning of each shift and at the end of each day and record same on the designated form, in accordance with The Wyandotte County Sheriff Department Policy.
- c. The Contractor shall conduct an inventory of all utensils at the beginning of each day and at the end of each day in accordance with the Department's policy.
- d. The Contractor shall inventory all cleaning equipment such as brooms, mops, mop handles, dustpans, etc., at the beginning and end of each shift and record said inventory on the designated form. All broken cleaning equipment shall be turned in immediately to the Loading Dock Officer accompanied by a general information report.
- e. The Contractor shall conduct a recorded monthly inventory and inspection of all kitchen utensils, cleaning equipment and destroy any damaged utensils in accordance with the Department's policy.

25. Orientation to New Employees

The Contractor shall be responsible for ensuring all new food service personnel are provided with documented orientation regarding food services on site at the Wyandotte County Sheriff's Office.

26. Performance Criteria

- a. Performance shall be monitored by the Warden or his/her designee on a monthly basis. Failure to meet the criteria listed, at any time, or as designated, shall result in the Contractor being responsible for the Non-Performance Penalty for each instance. The Warden or his/her designee shall document each penalty, and forward same to the Director, Food Service Director and Food Service Manager. The Director shall have the power to waive any Non-Performance Penalty assessed to the Contractor. After the Director's review, any remaining penalties assessed shall be deducted from the next week's invoice from the Contractor.
- b. Specifications for Performance Criteria not detailed in this RFP, the Wyandotte County Sheriff's office Policy and Procedures Manual, the Contractor's Standard Operating Procedures shall be negotiated between Contractor and the warden within the first thirty (30) days of the Contract. Any violations occurring after that date and within the time frame listed in the Penalty Schedule shall be determined by the warden and shall not be open to interpretation or disagreement by the Contractor.

27. Contractor Responsibilities

- a. The Contractor and Contractor's employees will perform the services and work specified using all safety precautions to protect the Contractor, its employees, the County's personnel, property and inmate population. All serving tools and equipment will be stored in a secure and safe manner at a location designated by the County.
- b. The physical facilities made available to the Contractor with operations under this Contract will not be used in connection with operations not relating to or included under this Contract.
- c. The Contractor must maintain a complete and accurate record of food service.
- d. Provide laundry services for hot pads, towels, etc., used in the food service operations. Contractor and Contractor's employees will be responsible for the cleaning and pressing of their uniforms.

28. County Responsibilities

- a. Provide installation, maintenance and repairs of all equipment purchased by the County necessary to accomplish the purpose and objectives stated herein.
- b. Maintain and repair the physical structure in areas assigned to the Contractor, including

necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work and exhaust fans for hoods, floor and floor coverings, walls and ceilings provided that the Contractor shall bear the expense of repairs necessary because of Contractor's or Contractor's paid employees' negligence.

- c. Provide all utilities necessary for the operation and performance of the specifications outlined herein.
- d. Provide adequate security for all food service areas
- e. Provide pest control for all areas assigned to the Contractor.
- f. Ensure adequate trash removal facilities and services as deemed necessary to maintain appropriate standards of sanitation.
- g. Ensure adequate ingress and egress, including reasonable use of existing elevators, corridors, passageways, driveways, loading platforms and storage space.
- h. Provide adequate levels of inmate labor at all times; clean uniforms and medical clearance for those inmates assigned to the food service area.
- i. Develop an in-house policy; to be approved by the department that most appropriately facilitates the issuance of accurate meal counts in a reasonable manner.

29. Program Enhancement

The UG is asking the Contractor to provide Program Enhancements along with cost with their proposal. The enhancements shall be quoted separately from the requirements outlined in the language above and are meant to provide an opportunity for the Contractors to be creative and allow us an opportunity to review program enhancements that we may not be familiar with but would benefit from having it.

30. Transition and Continuity of Services on Expiration of Contract

Continuity of Services is critical to the Warden. The successful Contractor must recognize this fact and upon expiration of contract agree to:

- a. Furnish phase-in training to a new Contractor.
- b. Exercise best efforts and cooperation for an orderly and efficient transition to a new Contractor.

- c. Negotiate in good faith a plan with the successor to determine the nature and extend of the phase in, phase out services required.
- d. The plan shall specify a date for work described in the plan and shall be subject to the Warden's approval. The current Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency
- e. Upon expiration of this Contract, the current "Contractor" shall permit personnel to be hired by a new Contractor without penalty or charge to the UG, the employee or the new Contractor. The current Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees if needed. If selected employees are agreeable to the change, the current Contractor shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the new Contractor.
- f. The current Contractor may be the owner of all supplies, small wares, food inventories (with the exception of Federal surplus foods) used for this Agreement. Contractor shall be free to negotiate with the successor Contractor as to any terms and conditions for sale or transfer of ownership.

#### *Additional Requirements for Juvenile Food Operations*

- 31. The Child Nutrition & Wellness Section of the Kansas State Department of Education, hereinafter referred to as KSDE, administers Child Nutrition Programs at the local level. Federal regulations per National School lunches will be followed.
- 32. Audits
  - a. The Contractor shall comply with all standards as required by the Kansas Department of Children & Family Services, and the Department's policies and procedures.
  - b. Failure to meet any standard of the Kansas Department of Children & Family Services, during the formal audit, shall be considered non-performance of Contractor's duties.

#### *Laundry Services – Adult Detention Center Only*

- 33. Laundering is to include washing, extracting, drying and folding.
  - a. Only non-allergic soaps, detergents, bleaches or other chemicals may be used in cleaning the items.
  - b. Environmentally friendly products are required.
  - c. Each County will set the par levels to be kept in each Pod for emergencies.
  - d. The County and Contractor will agree to the laundry exchange schedule for each Pod.
  - e. The County and Contractor will agree upon hours of operation.

- f. Inmate labor shall be utilized. The number of inmate workers will be agreed upon by the County and Contractor. The awarded Contractor shall be responsible for supervising the inmate labor.

**Equipment and Supplies**

- g. The Contractor shall purchase and pay for all supplies, commodities and chemicals used in the laundry operation.
- h. The County shall supply all laundry equipment.
- i. The Contractor shall take all reasonable measures necessary to ensure the County’s equipment is being properly used and maintained.
- j. The Contractor will be responsible for repair or replacement of damaged equipment due to negligence of their employees.
- k. The County shall provide all repairs, maintenance and replacement of the laundry equipment.
- l. The County shall supply all utilities relating to the laundry service operation.
- m. All laundry items that are “gang tagged” shall be reported to the Warden.
- n. Laundry items in need of repair will be repaired by Contractor utilizing provided equipment.
- o. Repair of items will be agreed upon by the County and Contractor.
- p. The County will be responsible for the cost of the repairs.
- q. The facility laundry schedule shall be set by Jail Administration and shall provide for weekly laundry exchange for all pods and in allowed quantities.

**Program Enhancement for Laundry Services:**

- r. The UG is asking the Contractor to provide Program Enhancements for alternate ideas to the traditional “washer/dryer” arrangements, as well as an opportunity for bidders to include the provision of laundry equipment in their bids as well as the upkeep of the equipment, along with cost with their proposal. The enhancements shall be quoted separately from the requirements outlined in the language above and are meant to provide an opportunity for the Contractors to be creative and allow us an opportunity to review program enhancements that we may not be familiar with but would benefit from having it.

**Article VI. Proposal Format**

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

A Contractor **must** submit a complete copy of its response in the following format One (1) original and Three (3) copies along with a flash drive in .PDF format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

**Registration in the e-procurement system is required in order respond to this Request for Proposal which can be accessed at:**

[https://purchasing.wycokck.org/eProcurement/Vendor\\_Login.aspx](https://purchasing.wycokck.org/eProcurement/Vendor_Login.aspx)

Questions regarding the registration or upload process can be sent to Arenis Montes (a.montes@wycokck.org).

Any Contractor 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 R41156  
Food and Laundry Services for Adult and Juvenile Detention Centers - Sheriff's Office**

**Three (3) Copies and One (1) original of your proposal and supplementary material should be submitted to:**

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

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

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

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

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

REQUEST FOR PROPOSAL  
Food and Laundry Services for Adult and Juvenile Detention Centers – Sheriff’s Office  
RFP R41156

OPENING DATE/TIME  
November 14, 2024 – 7:00 AM

## **Section 6.01      *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, Contractors should follow the format set out herein and provide all of the information requested.

## **Section 6.02      *Electronic Filing Requirements***

Contractor must be registered on the Unified Government's e-procurement site prior to the Pre-Conference Meeting. Registration can be completed at; <https://purchasing.wycokck.org/eProcurement>.

If Contractor has not previously done so, you should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Arenis Montes at 913-573-5440. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

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

## **Section 6.03      *Introduction***

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An Contractor's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

## **Section 6.04      *Understanding of the Project***

Contractors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

## **Section 6.05      *Methodology Used for the Project***

Contractors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

### **Section 6.06      *Management Plan for the Project***

Contractors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

### **Section 6.07      *Experience and Qualifications***

To be considered for award of this contract, the following minimum qualifications must be met and fully outlined and explained in your proposal.

- Firm must be experienced in food and/or laundry management services within correctional facilities.
- Firm must have previous experience with proven effectiveness in the installation and maintenance of high-quality food and/or laundry services in similar size facilities.
- Firm must have a central office that is capable of providing satisfactory provisions of services to the onsite operations.
- Must have the ability to possess and maintain all required licenses, permits or certificates as required by law.
- To operate as an Independent Contractor in a cost-effective manner with the reporting and accountability to the Sheriff or his designee.
- To adhere to the policies and procedures of Wyandotte County Sheriff's Department.
- In addition, a successful background will be performed on the awarded firm's employees involved with onsite operations. The background check will be performed by the awarding County, at no cost to the Contractor. Also, all contracted on-site employees will be at the discretion of Wyandotte County Sheriff's Department.

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed, and

4. itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

**Section 6.08 Cost Proposal**

Contractor’s cost proposal must include itemized list of costs for services – please reference example below for meals.

Contractor's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

*Per Meal cost:*                      *Total Fixed Fee*

Juvenile Meal                      \$\_\_\_\_\_

Adult Inmate                      \$\_\_\_\_\_

Staff Meal                      \$\_\_\_\_\_

Value Added Proposals/Incentive

**Article VII. Evaluation and Selection**

**Section 7.01 Selection Criteria**

**(a) Understanding of the Project 20%**

Proposals will be evaluated against the questions set out below.

- 1. How well has the Contractor demonstrated a thorough understanding of the purpose and scope of the project?

2. How well has the Contractor identified pertinent issues and potential problems related to the project?
3. How well has the Contractor demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the Contractor demonstrated that it understands the Unified Government's time schedule and can meet it?

**(b) Methodology Used for the Project— 20%**

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

**(c) Management Plan for the Project— 20%**

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. To what extent does the Contractor already have the hardware, equipment, and licenses necessary to perform the contract?
5. Does it appear that the Contractor can meet the schedule set out in the RFP?
6. Has the Contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
7. Is the proposal practical, feasible, and within budget?
8. How well have any potential problems been identified?

9. Is the proposal submitted responsive to all material requirements in the RFP?

**(d) Experience and Qualifications— 20%**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the Contractor's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

1. How well has the firm demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the firm regarding timely and successful completion of projects?
3. Has the firm provided letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. If a Subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Contractor?

**(e) Contract Cost— 20%**

Overall, a minimum of % of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

***Converting Cost to Points:***

The lowest cost proposal will receive the maximum number of points allocated to cost.

## **Article VIII. Attachments**

**Attachment A – Proposal Form**

**Attachment B – Pre-Proposal Conference/Site Evaluation Registration Form**

**Attachment C – Intent to Self-Perform**

**Attachment D – Debarment Form**

**Attachment E – Example Professional Services Agreement**

**Attachment F – Standard Contractual Provisions (Exhibit A)**

**ATTACHMENT A – Proposal Form**

**Proposal Form  
Authorized Signatures**

By submission of this proposal, the undersigned certifies that the Contractor 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: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ATTACHMENT B – Pre-Proposal Conference/Site Evaluation Registration Form**

**Pre-Proposal Conference/Site Evaluation Registration Form**

To attend the mandatory site evaluation at the Facilities listed in section 2.02, this Site Evaluation Registration Form must be completed and returned to Arenis Montes at the Unified Government of Wyandotte County via e-mail [a.montes@wycokck.org](mailto:a.montes@wycokck.org) on or before November 21, 2024 @ 11:00 AM CST, the due date established in the project timetable.

CONTRACTOR NAME: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MAIN CONTACT TELEPHONE NUMBER: \_\_\_\_\_

-----  
Please provide the following information for the Contractor Representative(s) that will be attending the mandatory site evaluation at the date and time established in the project timetable.

**NAME:** \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICE TELEPHONE NUMBER: \_\_\_\_\_

MOBILE TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**NAME:** \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICE TELEPHONE NUMBER: \_\_\_\_\_

MOBILE TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**ATTACHMENT C – Intent to Self- Perform**

**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 Contractor states that the Contractor 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 Contractor 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 Contractor to the commitments herein contained.

Sign \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT D – Debarment Form



### 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 \$50,000. 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 Contractor and/or any of its Principals:
    - i. \_\_\_\_\_ Are \_\_\_\_\_ Are not
    - ii. Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - iii. \_\_\_\_\_ Have \_\_\_\_\_ Have not
    - iv. 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
    - v. \_\_\_\_\_ Are \_\_\_\_\_ Are not
    - vi. 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
    - vii. \_\_\_\_\_ Have \_\_\_\_\_ Have not
    - viii. 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 Contractor shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Contractor 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 Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Contractor 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 Contractor 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 Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

**For Office Use Only: Bid** \_\_\_\_\_

**RFP** \_\_\_\_\_

**P.O. #** \_\_\_\_\_

## ATTACHMENT E – Example Professional Service Agreement

### PROFESSIONAL SERVICE [AND BUSINESS ASSOCIATE] AGREEMENT

**THIS AGREEMENT** made as of \_\_\_\_\_, 202\_\_ between the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government"), and PROVIDER, ("Provider"), collectively known as "the Parties".

**WHEREAS**, the Unified Government is in need of DESCRIPTION OF SERVICE TO BE PROVIDED to be funded by/through FUNDING SOURCE; and

**WHEREAS**, Provider represents that it has sufficient experience and qualified personnel to perform, and the Unified Government desires Provider to perform, the professional services herein described; and

**NOW, THEREFORE**, the Unified Government and Provider, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by Provider and the payment for those services by the Unified Government as set forth below.

#### ARTICLE I

##### Scope of Services

Provider shall perform for the Unified Government the following professional services:

[INSERT SERVICES TO BE PROVIDED HERE, including required trainings or meetings; refer to any required exhibits]

#### ARTICLE II

##### Reporting

[INSERT ANY REPORTING AND RECORD KEEPING REQUIREMENTS HERE, including program evaluation, service outcomes, financial reports, etc.]

##### Compensation

EXAMPLE: The Unified Government shall pay Provider costs and expenses on a monthly basis, provided that the total contract amount shall not exceed \$\_\_\_\_\_ for the entire term of the Agreement. Once the Unified Government has paid Provider the maximum contract price of \$\_\_\_\_\_, this Agreement will terminate, even if the Agreement term has not run.

**ARTICLE III**

**Term**

This Agreement shall commence on \_\_\_\_\_, 202\_\_ and shall terminate on \_\_\_\_\_, 202\_\_, unless terminated or renewed sooner as provided in Articles II and V. If the provider has complied with all the terms and conditions of this Agreement the parties shall have the option to renew the contract, in writing, for up to two additional one-year terms.

**ARTICLE IV**

**Provider’s Responsibilities**

In addition to the services identified in Article I "Scope of Services" Provider shall also do the following:

1. Comply with provisions found in Exhibit A, General Contractual Provisions, which is attached hereto are hereby incorporated in this contract and made a part hereof.
2. Maintain throughout the duration of this contract insurance in the following amounts and will, upon request of the Unified Government, furnish copy of certification thereof:
  - (a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

- (b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

- (c) Comprehensive General Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each occurrence

Provider shall maintain Professional Liability Insurance in an amount of \$1,000,000 and provide Unified Government with certification thereof upon request.

3. Employ only persons qualified to efficiently perform the obligations and duties of the Provider under this Agreement.

4. [OPTIONAL] Comply with all federal and state laws and regulations governing the safeguard of confidential consumer information. Provider shall not disclose any such information to any party other than Unified Government [or STATE AGENCY], without consumer's, Unified Government's, and State's prior written authorization specifying that the information is releasable. For the purpose of this Agreement, all information, records, data, and data elements collected and maintained during the operation of the Agreement and pertaining to consumers referred to Provider under this Agreement shall be protected by Provider from unauthorized disclosure. Provider further promises to protect any privilege between Provider and any consumer existing under state law or licensing regulations, except upon written authorization by the consumer to disclose information or upon court order.

## ARTICLE V

### Notices Under the Agreement

All notices required under this Agreement shall be in writing and shall be directed to the other party at its address set forth below or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received five days after to such mailing to:

**Unified Government  
Or DEPARTMENT:**

DEPARTMENT  
DEPARTMENT ADDRESS  
Kansas City, Kansas 6610\_\_

**With a copy to:**

Unified Government Legal Department  
701 N. 7th Street, 9th Floor  
Kansas City, Kansas 66101  
LegalDiv@wycokck.org

**Provider:**

CONTACT PERSON  
COMPANY/ORGANIZATION NAME  
STREET ADDRESS  
CITY, STATE, ZIP  
EMAIL

## ARTICLE VI

**[ONLY FOR CONTRACTORS HANDLING PROTECTED HEALTH INFORMATION]**

### HIPAA Business Associate Agreement

Provider agrees that this Professional Services and Business Associate Agreement with the Unified Government satisfies the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) requiring compliance with federal law regarding standards for the privacy of consumers' protected health information. Further, Provider agrees to the following:

**Definitions:** The Unified Government is the "covered entity" and the Provider is the "Business Associate" as defined by the HIPAA Rules.

**The following terms used in this Agreement** shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, SubContractor, Unsecured Protected Health Information, and Use.

**Obligations and Activities of Business Associate under HIPAA:**

*Business Associate agrees to:*

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to the covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subContractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy the covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of the covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

*Permitted Uses and Disclosures by Business Associate:*

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in this Professional Services and Business Associate Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with the covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below:

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

*Term, Termination, and Obligations of Business Associate Upon Termination:*

(a) Term and Termination. The term and termination of this agreement shall be as set forth herein in sections 3 and 20.

(b) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in "Permitted Uses and Disclosures By Business Associate" above which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(c) Survival. The obligations of business associate under this Article shall survive the termination of this Agreement.

*Miscellaneous:*

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

**Unified Government of Wyandotte  
County/Kansas City, Kansas**

By: \_\_\_\_\_  
David Johnston, County Administrator

Attest: \_\_\_\_\_  
Unified Government Clerk

Provider:

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Unified Government Legal Department

## ATTACHMENT F – Standard Contractual Provisions (Exhibit A)

### UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, EXHIBIT A – GENERAL CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions for the Unified Government of Wyandotte County/Kansas City, Kansas hereinafter "the Unified Government") and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the Contractor-Contractor's standard contract form, then that form must be altered to contain the following provision:

"The provisions found in General Contractual Provisions which is attached hereto are hereby incorporated in this contract and made a part hereof."

- 1. Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and “ \_\_\_\_\_ ”, hereinafter called "Contractor."
- 2. Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- 3. Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
- 4. Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
- 5. Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
- 6. Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds

budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

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

**8. Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

**9. Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.

**10. Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

**11. Equal Opportunity and Affirmative Action.**

a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq. and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.

b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

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

d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each Subcontractor.

e. CONTRACTOR shall assure that it and all Subcontractors will implement the certificate of compliance in connection with this Agreement.

f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.

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

## **12. Representations.**

CONTRACTOR makes the following representations:

a. The price submitted is independently arrived at without collusion.

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

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

d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except

for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**13. Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

**14. Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

**15. Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

**16. Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.

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

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

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

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

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

If CONTRACTOR is adjudged bankrupt or insolvent;

If CONTRACTOR makes a general assignment for the benefit of his creditors;

If a trustee or receiver is appointed for CONTRACTOR or any of his property;

If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

If CONTRACTOR repeatedly fails to supply sufficient services;

If CONTRACTOR disregards the authority of the Procurement Officer;

Acts other than those specified may constitute substantial breach of this Agreement.

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

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

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

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

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

**19. Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR

for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

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

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

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

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

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

**22. No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.

**23. Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

**24. Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

**25. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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