

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP R43185
For
“False Alarm Management”**

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Article I. General Information

Section 1.01 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals (RPF) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Section 1.02 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Police and Fire Departments are accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing services to register alarms in Kansas City, KS and collect false alarm fees pursuant to UG Code of Ordinances Sec. 19-182 et seq. (“False Alarm Ordinance”).

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

Solicitations from qualified minority, and women owned businesses, and, firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, 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, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.04 *Required Review*

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 *Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

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 and 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 followed up 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 addendum to the RFP. The procurement officer will determine the appropriate method to be used.

Arenis Montes

913-573-5279 phone

913-573-5444 fax

a.montes@wycokck.org

Section 1.07 *Amendments & Addenda*

Amendments and addenda will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

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 Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the offeror 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.

Proposed Project Schedule Date	Event
JULY 17, 2026 9:00 AM CST	Distribution of RFP
JULY 28, 2026 10:00 AM CST	Deadline for offerors to submit written questions
JULY 31, 2026 5:00 PM CST	Deadline for answering questions from offerors will be provided
AUGUST 12, 2026 10:00 AM CST	Responses Due
TBD	Notice to Shortlisted firms selected for interviews (if required)
TBD	Notice of Award
TBD	Contract Start

The length of the contract will be from the date of award and continue for a term length of three (3) years with the option to renew for two (2) additional 1-year terms.

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant 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 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 offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.12 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, K.S.A. 45-215 *et seq.*, 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.

Section 1.13 Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected 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 offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section 1.14 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 Offeror 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 Offeror shall maintain 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 1.15 *Determination of Responsibility*

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.16 *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. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

Section 1.17 *Equal Treatment*

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification 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 offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.18 *Award*

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

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an protest is filed as described in the protest section1.05

Section 1.19 *Notification of Award*

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of

Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).

- 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. Offerors 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.
- Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- 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 Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror 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 Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors 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 within thirty (30) days of the notice of award. 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 (1) 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 to the successful Offeror by the Unified Government***).

Section 1.20 *Right to Reject Proposals*

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

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

- do not affect responsiveness,

- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other 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 an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, 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 scope through a subsequent Request for Proposals at a later date, or may choose to negotiate with those submitting proposals.

Section 1.21 Mistakes in Proposals Discovered Prior to Award

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or 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 offerors 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 Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.22 Mistakes in Proposals Discovered after Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

Section 1.23 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 become the property of the Unified Government upon finalization.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

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

Section 2.02 *Site Inspection*

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors 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 2.03 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be 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 Request for Proposal, the term or condition of the Request for Proposal 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 shall be null and void.

Section 2.04 *Discussions with Offerors*

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with offerors 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 offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer at least 24 hours prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 *Prior Experience*

In order for their offers to be considered responsive, offerors must meet a minimum requirement of five (5) years of prior experience providing similar services to other municipalities, law enforcement agencies, or other public safety agencies.

A offeror'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 2.06 *Evaluation of Proposals*

The proposals will be evaluated by an Evaluation Committee consisting of the procurement officer and at least three (3) Unified Government employees. Each member will independently review and rank each proposal based solely on the evaluation factors set out in Section Eight of this Request for Proposal.

While numerical scoring will be used as a tool to assist in the evaluation process, the final ranking of the proposals are reflected in the award decision, rather than relying solely on a calculated score.

Section 2.07 *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 2.08 *Contract Negotiations*

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

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.09 *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
- if the offeror 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 offeror.

Article III. Standard Contract Information**Section 3.01 *Contract Type***

This contract is a **revenue-sharing** contract. The awarded vendor will collect the false alarm fees, retain its collection fee, and remit the remaining funds to Unified Government.

Section 3.02 *Contract Approval*

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, 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 Offeror, 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 Request for Proposal and the successful proposal may be incorporated into the contract by reference.

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 Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.05 *Insurance Requirements*

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror'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

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror 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 insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror 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 successful Offeror shall 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 Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Cyber Security Liability	\$1,000,000 per occurrence

1. The "additional insured" provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): "Request for Proposal R43185 False Alarm Management for Unified Government of Wyandotte County/Kansas City, Kansas".
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number and title in the "miscellaneous" area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th 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 invoice and progress report have been approved by the Unified Government project point of contact.

Section 3.07 *Informal Debriefing*

When the contract is completed, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the offeror.

Section 3.08 *Contract Personnel*

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

Section 3.09 *Contract Changes - Unanticipated Amendments*

During the course of this contract, the Offeror 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 Unified Government point of contact for the project will provide successful offeror a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful offeror will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions**GENERAL CONDITIONS**

The terms and conditions found in Attachment 1, Exhibit A, must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing.

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

The Kansas City, Kansas Police Department ("KCKPD") and Kansas City, Kansas Fire Department ("KCKFD") are seeking a service to register alarms in Kansas City, KS and collect false alarm fees pursuant to UG Code of Ordinances Sec. 19-182 et seq. ("False Alarm Ordinance"). The selected vendor shall provide comprehensive database management, billing, and accounting services for the administration of annual alarm permit registrations and renewals. The selected vendor shall also manage billing and accounting for false alarm activations, as well as handling collections for any outstanding balances. The vendor must offer a user-friendly online platform that enables residents and businesses to apply for and renew permits, as well as pay associated fees. The vendor will collect

revenues on behalf of KCKPD and KCKFD, including permit fees, false alarm fees, and other fees or fines associated with the program.

Article VI. Project Scope

Section 6.01 *Scope of Work*

- Alarm Registration & False Alarm Management Services
 - Provide a secure online portal that allows for the registration of alarms within the City.
 - Provide a software package that tracks and maintains false alarm data, alarm activation, alarm ordinance-related rules, letters, invoices, account histories, hearings and appeals, accounts receivable, and management reports.
 - Provide a user portal compatible with Windows, Mac, and iOS operating systems, including mobile browsers.
 - Collect and update registration information from alarm users, including alarm business contact information.
 - Send letters, alarm response notices, and invoices to residents, businesses, and other alarm users for false alarms as per KCK ordinance.
 - Provide customer support services to assist users with the permitting process. Customer service hours of operation shall be available Monday through Friday, 8:00am to 5:00pm Central Time, at a minimum.
 - Respond in a timely manner to all queries from citizens and businesses regarding false alarm regulations.
 - Follow up with delinquent alarm users that have not paid their fees by the due date.
 - Provide the ability for users to file appeals over fees, penalties, no-response orders, and permit revocations online. The vendor shall also provide a mechanism for resolving such appeals in accordance with the False Alarm Ordinance. Utilize a communications plan to help raise public awareness regarding false alarm reduction programs.
 - Provide KCKPD and KCKFD with secure online access to alarm management information, including reports on:
 - Alarm registration
 - Billing
 - Collections data
 - False alarm statistics
 - Top excessive users and other offenders
 - Account history
 - Complaints
 - Alerts for changes in status (e.g. active/lapsed/suspended)
 - Monthly and annual statistics
 - Overall program performance
- Billing Services:
 - Provide detailed invoices with history of false alarm dates and locations.

- Collect and process all fines and fees, and distribute as delineated in the service contract.
- Make reasonable efforts to collect on delinquent accounts and report on steps taken to do so.
- Accept online payments for alarm registration and false alarm fees. Vendor shall accept payment at least by check, credit card, and debit card, and may also accept payment by other secure and appropriate methods.
- Provide a customer portal for residents and businesses to register, manage, and review their account.
- Provide a system for recovery of unpaid fees.
- Provide KCKPD and KCKFD with the ability to view online payments, outstanding balances, and account histories.
- Training:
 - Provide customer training and support to residents and businesses to assist with website access and account management.
 - Provide training and customer support to KCKPD and KCKFD staff on website management and report generation.
 - Identify any specific training requirements necessary to successfully implement this project.
 - Identify the scope and amount of any other potential costs of implementing this project.
- Computer-aided Dispatch Interface
 - Collaborate with KCKPD and KCKFD's Computer Aided Dispatch (CAD) system provider, Tyler New World, to create a data interface.
 - The interface should allow for false alarm incident CAD data to be automatically retrieved or pushed to the alarm billing system provider.
- System Requirements, Maintenance, Security, and Support
 - Describe the maintenance agreements offered for this kind of project. Include any standard maintenance and support programs regularly offered, as well as any expanded maintenance and support options. Specify whether this support would be provided by third-party contractors.
 - Define the type of response(s) and other provisions KCKPD might require, such as 24/7 support, and any costs associated with this level of support.
 - Describe the system requirements, including hardware, network connections, and peripherals.
 - Maintain 99.9% system uptime, excluding maintenance. Provide maintenance notification to KCKPD and KCKFD in advance when possible and/or on a set schedule.
 - Articulate the ability of comprehensive operations (call centers, mailing centers, data systems, etc.) to withstand natural and man-made disasters, as well as the redundancy and backup capacity of those systems.
 - Articulate the protocols and procedures for vetting employees who handle confidential information.
 - Describe the systems security that ensures the privacy of customer alarm information, addresses, billing information, and any other sensitive customer data.

- Network security information, including alignment with specific industry standards; provisions for MFA and SSO (if available) for KCKPD and KCKFD administrative personnel access; notification of KCKPD and KCKFD of a network security incident pertinent to our service or data within 24 hours of discovery, and cooperation with any applicable investigation or remediation; and if an AI chatbot or virtual assistant is deployed in the customer portal, describe limitations to the agent's capabilities have been put in place (such as function, scope, and access).
- Provide segmented access depending on security clearance and/or job responsibilities (e.g. program administrators and communications unit staff).
- The contractor shall cooperate with KCKPD, KCKFD and other KCKPD and KCKFD contractors to ensure a smooth transition at the termination of the agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with KCKPD and KCKFD to ensure there is no interruption of work required under this agreement and no adverse impact on KCKPD and KCKFD's provision of services or activities.
- Upon termination of the agreement, the contractor shall deliver to KCKPD and KCKFD or their designee all documentation and data related to KCKPD and KCKFD, including, but not limited to KCKPD and KCKFD data and client files, held by contractor within thirty (30) days of the request. Contractor shall also destroy all copies of KCKPD and KCKFD documentation and data upon request, all at no cost to KCKPD and KCKFD.
- Financial Options: describe in detail the financial strategy and any related fees for complete outsourcing of alarm registration and false alarm billing operations.

Article VII. Proposal Format

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

Offeror **must** submit a complete copy of its response in the following format one (1) original and one (1) copy along with a flash drive in .PDF format. Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelop or a sealed box and labeled with the Proposal Number and name (see label below) 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 Microsfot Excel or Microsoft PowerPoint format.

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

ALL PROPOSALS MUST BE RECEIVED AND TIME STAMPED IN THE OFFICE OF THE UNITED CLERK, MUNICIPAL OFFICE BUILDING NO LATER THAN THE DATE AND TIME LISTED IN SECTION 1.10, PROJECT TIMETABLE, PG.10. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal – RFP “R43185 False Alarm Management ”

One (1) copy 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 715
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 Offeror'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. Offeror's 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 715
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL
False Alarm Management

RFP R43185

OPENING DATE/TIME:
August 12, 2026 at 10:00 AM

Section 7.01 *Proposal Format and Content*

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

Section 7.02 *Electronic Filing Requirements*

If Offeror has not previously done so, you must 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: Sharon Reed 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 respondent may submit a complete copy of its response on the Unified Government's e-procurement site at the link above.

Section 7.03 *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 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 offeror'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 7.04 *Understanding of the Project*

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

Section 7.05 *Methodology Used for the Project*

Offerors 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 7.06 *Management Plan for the Project*

Offerors 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 7.07 *Experience and Qualifications*

Offeror must provide the following:

1. An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.
2. A narrative description of the organization of the project team.
3. A personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:
 - a. Title
 - b. Resume,
 - c. Location(s) where work will be performed, and
 - d. Estimated itemized total cost and number of hours the person will work on the project.
4. Reference names and phone numbers for at least three (3) similar local government, law enforcement, or public safety agency projects your firm has completed in the last five (5) years.

Section 7.08 *Financial Proposal*

Offeror's financial 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.

Article VIII. Evaluation and Selection

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Section 8.01 *Selection Criteria*

(a) Understanding of the Project 15 Points

Proposals will be evaluated against the questions set out below.

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

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

(b) Methodology Used for the Project— 30 Points

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 Points

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 offeror already have the hardware, equipment, and licenses necessary to perform the contract?
5. Does it appear that the offeror 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 Points

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 offeror'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 offeror?

(e) Financial Proposal—

15 Points

Overall, 15 points of the total evaluation points will be assigned to Financial Proposal. The collection fee amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Collection Fee to Points:

The lowest collection fee proposal will receive the maximum number of points allocated to the financial proposal.

Article IX. Attachments

Attachment 1 – Exhibit A General Contract Provisions

EXHIBIT A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
GENERAL CONTRACTUAL PROVISIONS

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "Awarded Vendor's name will be placed here", 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, amended, or supplemented only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement. The Unified Government expressly states that it will not be bound by any content on CONTRACTOR'S website, even if the CONTRACTOR'S documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.
5. **Tariffs.** Vendor shall be responsible for assessing and accounting for any potential impact of tariffs, duties, or other governmental measures affecting the cost of goods, services or materials ("Tariffs") under this Agreement, and shall make reasonable efforts to mitigate the impact of any tariffs on the agreed contract price.
 - a. Notwithstanding the above, in the event tariffs are imposed or adjusted during the term of this Agreement resulting in an equipment or material price increase, the Parties shall engage in good faith negotiations to equitably adjust the contract price to reflect the impact of such tariffs. Any adjustment shall reflect only the additional costs directly attributable to the change in tariffs from the date of bid opening and shall not include any indirect or speculative costs.
 - b. Vendor shall provide written notice of the increased costs caused by tariffs, supported by documentation sufficient to substantiate the cost increase (including but not limited to: CBP Form 7501, commercial invoices, bill of lading or shipping documents indicating international sourcing) within 30 days of becoming aware of the change. Failure to provide timely notice shall constitute a waiver of the right to seek a price adjustment under this clause.

Mandatory General Contractual Provisions
Updated 05/21/2026

- c. Vendor shall not use the imposition of tariffs as grounds for claiming a force majeure event, non-performance, delayed performance, or termination of this Agreement.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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 rights 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.
11. **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.

12. Equal Opportunity.

- a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Acts 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.

13. **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, 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, will not retain, and promises it 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.

14. **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 of any provision of this Agreement by such party.

15. **Disagreement Between Provision; Severability.** In the event there is a conflict between the Terms & Conditions of these General Contractual Provisions and any other applicable agreement between the Unified Government and CONTRACTOR, the term which provides the most protection for the Unified Government shall take precedence. These General Contractual Provisions are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

16. **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.

17. **Disclaimer of Liability.** The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

18. **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;
- Acts other than those specified may constitute substantial breach of this Agreement.

19. **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 obligation 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;

and

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.

20. **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 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.

21. **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.
22. **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 or her records for a period of three years after the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
23. **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.
24. **Defense, Indemnification, and Hold Harmless.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the Unified Government and its officers, directors, employees, agents, and representatives (collectively, "Indemnitees") from and against any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and litigation costs (collectively, "Losses"), arising from or in connection with CONTRACTOR'S performance or nonperformance of its obligations under this Agreement, or from the negligence, active or otherwise, of CONTRACTOR, its agents, employees, or subcontractors, except to the extent that such Losses are caused by the sole negligence or intentional misconduct of an Indemnatee.

25. ***Duty to Defend.*** CONTRACTOR'S obligation to defend the Indemnitees shall arise upon the Unified Government's receipt of any demand or notice of a potential claim and shall extend to the entire proceeding regardless of whether any Indemnitee's ultimate liability is established. The Unified Government shall provide CONTRACTOR with prompt written notice of any claim for which defense is sought; provided that failure to provide timely notice shall not relieve CONTRACTOR of its defense obligation except to the extent CONTRACTOR is materially prejudiced by such failure. CONTRACTOR shall have the right to select and direct counsel, subject to the Unified Government's right to approve such counsel (which approval shall not be unreasonably withheld), and the Unified Government shall cooperate fully in the defense. The Unified Government shall have the right to participate in such defense with counsel of its own choosing and at CONTRACTOR's expense if (i) CONTRACTOR fails to assume the defense within ten (10) business days of notice, (ii) there exists an actual conflict of interest between CONTRACTOR and the Unified Government in the defense, or (iii) the claim involves matters materially affecting the Unified Government's interests beyond the scope of this indemnity. No settlement of any claim shall be made without the Unified Government's prior written consent if such settlement imposes any obligation, admission, or liability on the Unified Government. CONTRACTOR's obligations under this Section shall survive the expiration or termination of this Agreement.
26. ***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.
27. ***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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