



# LEAVENWORTH COUNTY ADMINISTRATION BID DOCUMENTS

BANKING AND PROCUREMENT CARD SERVICES

**RFP**

Proposal Opening

Board of County Commissioner

Jeff Culbertson, 1st District

Vanessa Reid, 2nd District

Willie Dove, 3rd District

Mike Smith, 4th District

Mike Stieben, 5th District

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## **1. General Requirements**

### **1.1 Scope of Work**

Leavenworth County, Kansas is soliciting proposals from qualified financial institutions to provide all or in part of the following services:

- serve as the County's depository institution
- banking services
- procurement card services.

The contract term will be five years, approximately January 2026 to January 2031, with one, five-year renewal option.

The initial term of the contract will be fixed price for the entire term and the renewal period will allow for price adjustments. Banking services and charges will be reviewed on an annual basis to ensure the equity of the agreement for both parties. Responses to this RFP should address likely pricing changes in the renewal period.

Eligible institutions must meet requirements of K.S.A. 9-1401, et. seq., as amended, and the minimum qualifications within this Request for Proposals (RFP).

### **1.2 Contact Information**

Mark Loughry, Leavenworth County Administration, (913)684-0417, [mloughry@leavenworthcounty.gov](mailto:mloughry@leavenworthcounty.gov)

### **1.3 Deadline for Questions**

All inquiries concerning this Request for Proposal (RFP) are to be submitted electronically to Mark Loughry at the email addressed above . All inquiries/questions requiring a formal interpretation must be submitted in writing no later than 3:00 P.M. December 19, 2025 . Response to any questions will be in the form of an addendum to all interested parties by December 22, 2025. Only written responses are official.

### **1.4 Insurance**

The awarded bidder will be required to purchase and maintain Comprehensive General Liability Insurance listing the County as an additional insured during the life of the contract with limits of not less than those set forth below:

#### **Comprehensive General Liability Insurance:**

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded contractor must furnish an insurance certificate to the county indicating such coverage.

#### **Workers' Compensation Insurance:** Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing

the coverage required above. Bidder must provide certification of insurance before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

## **1.5 Travel**

Statement of Work includes ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

## **1.6 Vendor Qualifications**

Proposals will be evaluated based upon previous work experience, demonstrated experience understanding of the project scope and stakeholders, previous experience working with communities. Professional Services, successful examples of work, the ability to complete the project during the contract period, and other criteria as outlined below.

## **1.7 Submission**

Proposals must be submitted in a sealed envelope that is clearly marked, **“Banking and Procurement Card Services” no later than December 29, 2025, at 10:00 A.M.** to the Leavenworth County Clerk as the address listed below..

Leavenworth County Clerk, Courthouse  
300 Walnut Street, Suite 106  
Leavenworth, Kansas 66048

## **1.8 Opening**

Proposals will not be open as a public record until an award has been made.

## **1.9 Ambiguity, Conflict, Errors**

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP they shall immediately notify Leavenworth County in writing of such error and request a modification or clarification of the document. Modifications will be issued in the form of an addendum and distributed to all interested parties.

## **1.10 Negotiations**

Following review of the proposals, the County may enter into negotiations that may include any aspect of services or fees.

## **1.11 References**

Interested bidders shall provide a minimum of three (3) references where you or your company has performed services of similar project type, scope, complexity as the project described herein. References should include 1) name of organization, 2) preparation date, 3) contact name, address and telephone number.

### **1.12 Evaluation Criteria**

The evaluation team will review the proposals received and evaluate each in accordance with the following criteria:

1. Institution's ability to provide required services as outlined herein for each section of the RFP.
2. Aggregate banking service cost, per identified activity and/or return on deposits.
3. Experience and expertise of key contact personnel for each division of the institution with whom the County may consult on various financial matter.
4. Proven ability to partner with organizations to improve business processes and efficiency.
5. Content and completeness of proposal.
6. Current financial position of the financial institution.
7. Additional services provided or available.

The County reserves the right to accept or reject any proposal received, all of or part of any proposal received, and to waive minor technicalities in proposals received.

### **1.13 Contract Award**

A contract will be awarded to the vendor submitting the best proposal as determined by the officials of Leavenworth County in accordance with the evaluation criteria listed above.

### **1.14 Prime Contractor**

If the proposal is based on a combination of services from more than one consultant or corporate entity, one consultant shall be designated in the proposal as the "Prime Contractor". The contract will only be awarded to the Prime Contractor who will be held responsible for the performance of all participating in the project.

### **1.15 Project Timetable**

The following timetable is tentative and the selection committee reserves the right to modify as needed:

<b>Event</b>	<b>Date</b>
Issue RFP	December 5, 2025
Question Submissions Final Date	December 19, 2025; 3:00 P.M.
Addendum (if applicable)	December 19, 2025
Closing Date (Final Date to Accept)	December 29, 2025; 10: 00 A.M.
Interviews	Week of January 9, 2026
Selection of Candidate(s) for Contract	January 14, 2026

## **1.16 Pricing**

All prices proposed shall be valid for ninety (90) days from closing date.

It is essential that the Consultant provide adequate experienced personnel, capable and devoted to the successful accomplishment of work to be performed under this Contract.

If key personnel changes are made the awarded Consultant shall immediately notify county staff (contact information will be provided). Awarded Consultant must ensure personnel changes to be with personnel of equal ability and qualifications.

## **2. Specifications**

### **Banking Services**

#### **2.1 Minimum Qualifications**

1. Be insured by the Federal Deposit Insurance Corporation (FDIC) pursuant to K.S.A. 9-1301.
2. Be eligible to be a depository of County funds pursuant to K.S.A. 9-1401 and 0-1408, as amended with a full-service branch in or near Leavenworth .
3. Be an online cash and securities member of the Federal Reserve.
4. Be able to provide 100% collateralization of all County deposits with collateral.
5. Provide credit information from a nationally recognized rating organization such as Moody's, Standard & Poor's, etc. Also, provide pertinent information regarding financial strength (a rating of A or better). and stability expected during the term of the proposed banking services contract. Institutions shall have the capacity to provide all "Required Services" internally.
6. The County prefers that the responding bank provide services without the use of joint ventures, consortiums, or contract service providers because of control issues. The County will determine the acceptability of any arrangements with the objective of the RFP being a "total solution."

#### **2.2 Collateral**

Pursuant to K.S.A. 9-1402, and amendments thereto, the bank is required to collateralize County deposits. The County requires that pledged securities have a market value equal to at least 100% of the amount of the total deposits of public funds, including accrued interest earned. Under the County's investment policy, the following items are considered acceptable collateral:

1. Direct obligations of, or obligations insured as to principal and interest by the United States Government or any agency thereof, and obligations and securities of United States sponsored organizations, which under federal law may be accepted as security for public funds. No mortgage securities are permitted.
2. Surety bonds issued by an AAA rated Insurance Corporation licensed to do business in the State of Kansas as determined by a nationally recognized insurance rating agency.
3. Letters of Credit issued by the Federal Home Loan Bank.
4. Bonds of the State of Kansas.

If the bank chooses to pledge securities as collateral, the bank will be required to pledge the securities at the Federal Reserve Bank or at the Federal Home Loan Bank and execute a Security Agreement with the County giving control of the securities to the County.

#### **2.3 Safekeeping Accounts**

The County maintains an investment portfolio of approximately \$125,000,000 dollars that requires safekeeping of directly owned securities and collateral from depository banks. The County will need two different types of safekeeping accounts. These safekeeping accounts are 02-classification accounts, distinguishing them from "trust" accounts, which are generally not desired because of cost considerations.

Directly purchased securities. The County has an investment portfolio, which holds government and other marketable securities purchased through banks and brokers. These securities, when purchased, must be delivered to the safekeeping agent on a delivery versus payment (DVP) basis, and the safekeeping agent for the County must title all securities in the name of the County. Sales of securities owned by the County and held by the safekeeping agent are also delivered on a DVP basis. Same day funds settlement should be available for all transactions.

Securities deposited by banks as collateral for County deposits. The County intends to hold in safekeeping securities required as collateral from all banks with which the County maintains deposits. Each bank will require a sub-custodial account where securities are held in joint custody between the collateralizing bank and the County. The safekeeping agent will accept confirming instructions from both the County and the bank involved when any change is required in the collateral securities held in safekeeping. The safekeeping agent shall return cash from interest payments on securities and maturities with permission from the County. There may be a need for approximately three sub-custodial accounts. The County requires a tri-party agreement be executed between each depository bank, the County and the safekeeping agent. Each depository bank that deposits collateral with the safekeeping agent will pay for their services. Provide a copy of your proposed tri-party agreement with the response to the RFP.

Other services required of the safekeeping agent include:

Mark to Market Valuation

Computer Access to Information

Monthly Reports

Portfolio Performance Reporting

## 2.4 Other Required Information

### Designated Account Liaison

The County will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all County activities with the bank and be able to resolve any problems or issues that may arise.

### Record Retention

The bank must maintain records for the County for a minimum of seven (7) years after the completion of the contract.

## 2.5 Investment Funds

Investments will continue to be bid outside this depository contract. The depository institution may bid on such investments provided they can properly secure the funds as required by law.

## 2.6 Access to Account

The bank shall allow reasonable access to all County accounts by the account designee, or their designees, the County's independent auditors, and state or federal auditors to examine records relating to the use of County funds.

## 2.7 Compliance with All Government Laws

The bank shall remain informed of, and shall comply with, all applicable laws, ordinances, rules, regulations, and orders of the County, State, Federal, or any other public bodies, which apply to work performed under this agreement. The bank shall provide all necessary safeguards and protections as set forth by the United States Department of Labor, Occupational Safety, and Health Administration.



## 2.8 General Requirements

The accounts will be interest bearing and are required to be 100% secured at all times. The financial institution must be a “sending” bank on the Automated Clearing House System to accommodate payroll and other automated transactions. Proposals must be in conformity with all state and federal laws and be performed in accordance with K.S.A. 9-1401, 9-1402, and 12-1675 (as applicable). The bank shall identify one or more bank officers who will respond to any questions from designated County employees. The bank must be able to provide direct deposit service to banks designated by County employees. The County requires the ability to access real time detailed information on all incoming wires at no cost to the County.

The institution shall provide the following supplies as needed:

- two-part pre-numbered deposit slips
- locked money bags for deposits and zipper money bags or plastic security bags

All deposited checks that are returned will routinely be presented twice for payment before they are sent back to the County and processed against the County’s account.

Customers shall have the opportunity to make direct payments by ACH, pay by credit card, debit card or through the County’s Internet site.

Deposit discrepancies, should any occur, must be brought to the attention of the account designee as soon as possible after the discrepancy was found.

Charges for services will be fixed during the first contract year. At any time the banking institution may pass along costs that increase due to federally mandated regulations upon submitting written notice of such increases to the County and by demonstration of such mandate. Prior to the sixty (60) days renewal date the County and the awarded institution will evaluate the fixed cost versus actual services to determine if any negotiations will be necessary.

Research services (such as microfilm, and other balance inquires) will be performed at the request of the County. Such charges for those services shall be included in the monthly billing.

The statement date will be monthly on a day to be mutually determined by the successful bidder and the County, and available electronically. The statement will include images of all items clearing the accounts. Deposits will be sorted in date order, checks sorted in numerical order, and other debit/credit items, separated from deposit slips and checks, separated in date order. If it is discovered after delivery of the statement that an item has been omitted from such statement, the bank shall notify the County immediately and make arrangements for delivery to the County instead of holding it until the next statement date. A brief description of each wire transfer, ACH transaction, and other special debit/credit transactions shall be provided on the statement. The appropriate account designee shall be notified of the transaction on the same day that it occurs.

The financial institution will provide the account designee, within ten working days after the end of the calendar month, an analysis of their account's activity, showing the number of the various types of transactions.

The funds in the account will be 100% pledged by securities that conform to K.S.A. 9-1402, et seq. at all times. The banking institution agrees to check this on a daily basis, and provide the proper security as required. A monthly report of collateral pledged and its market value at that time shall be furnished to the County within ten (10) days of the close of each month. Pooled securities will not be accepted.

Availability for after hour deposits in the main or branch banks is required.

The County is interested in receiving proposals for the following services. Depending on availability and cost associated with each service the County may elect to incorporate one or more into the contract. Proposals for the services are not required to be considered award of the contract.

- ACH Additional Services
- ACH Origination (Including Ability to Upload Payroll and AP Files)
- Account Validation
- Book Transfers
- Image Access
- Information Reporting (Current and Previous Day Information)
- Investments
- Issue Maintenance
- On-Site Electronic Deposit
- Positive Pay
- Stop Payments
- Wire Transfers

#### General Bank Account Information:

**County Treasurer's General Bank Account** is used for the deposit of all the County's receipts and the disbursements of accounts payable and payroll payments. Each month the General bank account receives approximately 400 ACH credits and has a daily deposit. The General bank account releases approximately 400 to 500 checks and 50 ACH debits monthly.

Accounts Payable payments are released each week to the Leavenworth County Expense account with an average transfer between \$200,000 to \$1,000,000 with and occasional payout of \$2,000,000. Payroll transfer are made biweekly with the average transfer being \$1,300,000.

During tax collection in May and December each year approximately \$60,000,000 to 80,000,000 million in taxes for the County are collected and distributed from the County Treasurer's General Bank Account. Funds may be invested outside the general account during these peak periods. Currently Leavenworth County requires all funds to be 100% secured at all times, even during the peak deposit period. Please describe any additional expense, fees, or loss of income associated with 100% pledging.

**Leavenworth County Payroll Bank Account** has an average of 430 employees that are paid biweekly with each payroll representing a net amount of approximately \$700,000 of these, four hundred and thirty (430) employees are directly deposited through ACH with one (1) transaction of approximately \$700,000 to our payroll processing provider.

Currently there are approximately 10 to 15 ACH transfers biweekly for taxes and benefits of approximately \$500,000.

**Leavenworth County Expense Account** payments are released every Wednesday with an average of 200 checks and 20 ACH transactions being issued. Weekly total is typically between \$200,000 to \$1,000,000.

**Leavenworth County Bond Account** is designated as the main account for payments and receipts for our Sales tax projects.

**Leavenworth County Retires and Escrow Account** receipts payments for retired County employees for insurance premiums on a monthly basis of approximately 56 ACH debits totaling approximately \$6,000. This account also collects for the monthly real estate tax payments with 360 ACH debits approximately \$150,000.

## **Procurement Card Services**

The purpose of the County's procurement card program is to streamline the purchases of County employee's transactions with per transaction and monthly limits. There are currently 70 cardholders with a total credit limit of \$750,000. It is the County's intent to make improvements to our P-card program and increase our overall spends.

Current P-card program includes restrictions on each card through Merchant Category Codes and various strategies are employed, depending upon the nature of the job each employee is performing. Standard MCC code restrictions for items such as ATM's, liquor stores, etc. are in place for all employees.

Please provide information to the following:

- Qualifications
  - Personnel
  - Experience
  - Competitive Position and Future Commitment
  - References
- Product/Program Features
  - Program Design
  - Controls
  - Technical Capabilities
- Reporting
  - Information Reporting
  - Reporting Capabilities
  - 1099 Reporting
- Interface with Internal Financial Systems
  - Identify which ERP systems your institution currently interfaces with.
- Implementation
- Customer Service
- Pricing

### 3. Proposal Checklist

**Bidders are required to supply each item identified on this list in the order specified:**

NO	ITEM DESCRIPTION
1	<b>Cover letter</b> signed by an individual authorized to bind their proposal.
2	<b>Vendor experience:</b> Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify other projects, dates, and results.
3	<b>Staff experience:</b> Provide resumes describing the educational and work experiences for each of the <u>key</u> staff who would be assigned to the project.
4	<b>Proposal:</b> Provide a detailed outline of your approach to meet the proposed requirements. Be sure to demonstrate an overall understanding of the project, an explanation of your firm's approach to the project, and description of methodology for each phase of the work.
5	<b>Project Timetable:</b> Include a timeline to perform this project including estimated commencement, key decision and completion dates. The county expects the auditing firm to remain committed for the duration of the project and provide a completion date to finalize the project.
6	<b>Cost:</b> The overall cost of your firm's professional services to meet the listed project objectives and outcomes.
7	Identify any sub-contracts (if applicable).

## 4. Terms and Conditions

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas
3. **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.
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 the Contractor nor the County 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 County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County 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 County 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 County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
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 County 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 County 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 the Contractor are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County 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 County to the Contractor.

10. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. **Representative's Authority To Contract.** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
12. **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.
13. **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.
14. **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.

15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Contractor for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the County may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the County 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 County 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, the 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 the Contractor to meet the contract requirements. Upon request of the Contractor, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

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

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

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under



bankruptcy or applicable laws;

- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** *The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.*

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

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

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

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

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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

20. **Availability of Records and Audit.** *The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the County 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 County. Except for documentary evidence delivered to the offices of the County, the Contractor shall preserve and make available to persons designated by the County 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.*

21. **No Limit of Liability.** *Nothing in this Agreement shall be construed to limit the Contractor's*

*liability to the County as such liability may exist by or under operation of law.*

22. **Indemnification.** *Contractor shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.*
23. **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.*

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