

Department of Procurement & Contract Compliance



BID # B27204

**Mowing Services
for
Water Pollution Control**



Unified Government Of Wyandotte County/Kansas City, Kansas
MINIMUM SPECIFICATIONS AND REQUIREMENTS
BID # B27204
Mowing Services for Water Pollution Control

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not imply preference and all solicitations will be evaluated equally.

1.0 General Conditions and Requirements:

- 1.1 All bids shall be submitted in TRIPLICATE and signed by authorized personnel. The proposal, bid, and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government reserves the right to waive minor deviations from the Minimum Specifications and Requirements.
- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3 Each bid shall be submitted in a sealed envelope addressed as follows: **Office of the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101.** *The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the Bidder, and delivered to the Office of the Unified Government Clerk no later than 8:45 a.m. Wednesday, March 22, 2017.* If this information does not appear, the Unified Government will reject the bid. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.
- 1.4 The Unified Government reserves the right to award a contract in whole or in part to the lowest responsive and responsible Bidder(s) as determined by the Minimum Specifications and Requirements contained herein and as provided in R3-404.02 of the Unified Government's Procurement Regulations.
- 1.5 The Unified Government reserves the right to reject any or all bids, in whole or in part, as provided in Sections R3-201.04 and R3-201.05 of the Unified Government's Procurement Regulations. All Bidders must agree that such rejection shall create no liability on the part of the Unified Government, and the filing of any bid in response to this Invitation for Bid shall constitute an agreement of the Bidder to these conditions.
- 1.6 It is the expressed intent of these Minimum Specifications and Requirements to describe the minimum requirements for the above-referenced item(s). Please note that all Bidders are required to document any deviations from these Minimum Specifications and Requirements.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the Bidder's proposal unless exceeded by these Minimum Specifications and Requirements.
- 1.8 Conditioned bids from the Bidder shall be rejected as non-responsive unless the Unified Government identifies conditions in the Minimum Specifications and Requirements.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses, or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each Bidder, before submitting a bid, to examine the bidding documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance, ATTN: Kelly P. Regan/Sharon Reed, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to kregan@wycokck.org and Sharon Reed at sreed@wycokck.org All Questions must be received no later than 2:00 P.M. on Tuesday March 14, 2017.
- 1.11 The successful Bidder must provide proof of workers' compensation insurance prior to contract approval. The coverage must be satisfactory to the Unified Government Division of Risk Management. A Bidder'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.

2.0 Occupational Taxes and Contract Award:

- 2.1 Prior to contract award, the successful Bidder(s) must ensure that all occupational taxes are paid. For more information, contact the Unified Government License Division at (913) 573-8780. An inability or failure to provide tax clearance letters from all of the local government entities with which the Unified Government has entered into an "Intergovernmental Agreement for Tax Verification Information" will result in a determination of nonresponsibility. No other factors or criteria shall be used in the evaluation.
- 2.2 Failure to pay all occupational taxes may be regarded as a material breach of contract.

3.0 Approved Equivalents:

- 3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein is for the purpose of describing the standards of quality, performance, and desired characteristics of the item(s), and is not intended to limit or restrict competition.

4.0 Cooperative Purchasing:

- 4.1 The Bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit Corporation performing governmental functions that participates as a joint Bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 4.2 Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
- 4.3 All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments, and other procurement administration will be the responsibility of the ordering jurisdiction.
- 4.4 Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
- 4.5 The Principal Procurement Officer responsible for handling the solicitation and awarding the contract is Kelly P. Regan, Unified Government Department of Procurement & Contract Compliance.

5.0 Required Standard Contractual Terms and Conditions:

The successful Bidder must agree to the following Required Standard Contractual Terms and Provisions, which are hereby made a part of the Agreement entered into between the Unified Government and the successful Bidder (hereinafter also referred to as "Contractor"), unless specifically modified in writing:

Controlling Provisions:

The terms of these Required Standard Contractual Terms and Provisions prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement.

Governing Law:

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

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 the Agreement, that its undersigned representative is duly authorized to execute the Agreement on its behalf, that it agrees to be bound by all the provisions of the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

Modification of Agreement:

The 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 the Agreement.

Assignment:

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Agreement without the written consent of the other party.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Cash Basis Law:

The 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. The 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 the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the 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.

Payment of Taxes:

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

Licenses and Permits:

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the 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.

Independent Contractor Relation:

The parties agree that the legal relationship between them is of a contractual nature. Nothing in the 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 the Agreement. Nothing in the 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 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 the Contractor.

Discrimination in Delivery of Services Prohibited:

During the performance of the 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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Equal Opportunity and Affirmative Action:

The Unified Government shall send written Notice of Award to the successful Bidder. The successful Bidder shall, within ten (10) days from the date of receipt of the Notice of Award, come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Unified Government Code of Ordinances. For more information, contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, call (913) 573-5098, or email escovil@wycokck.org.

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

- a. The Contractor shall observe the provisions of the Kansas Act 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 the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the 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. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with the Agreement.
- f. If the 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 the Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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

Representations:

The 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 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Waiver of Breach:

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

Severability:

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

Entire Agreement:

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

Disclaimer of Liability:

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Termination for Default:

- a. If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.
- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
 - (1) If the Contractor is adjudged bankrupt or insolvent;
 - (2) If the Contractor makes a general assignment for the benefit of his creditors;
 - (3) If a trustee or receiver is appointed for the Contractor;

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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

Termination for Convenience:

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Agreement terminated and when termination becomes effective.
- b. 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.
- c. The Procurement Officer shall pay the Contractor the following amounts:
 - (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
 - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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

Interest Payable on Claims:

Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

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 the Agreement, shall be in the Unified Government.

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 the Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals and the term of the Agreement any of the Records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its Records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

No Limit of Liability:

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Tax Clearance for City and Local Governments:

The local governments of City of Kansas City, Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri and Johnson County, Kansas (collectively the "Local Governments"), dated not more than ninety (60) days from the date of submission

Payment Options:

A Virtual Payment Option is now available. If you would like to learn more about this Payment Option, Contact Accounts Payable, 913-573-5256

Indemnification:

Contractor shall indemnify, defend, and hold the Unified Government 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.

6.0 MINIMUM SPECIFICATIONS:

Performance Specifications:

The Unified Government of Wyandotte County/Kansas City, Kansas is soliciting proposals for mowing services for the Water Pollution Control Division. The Unified Government reserves the right to add or delete sites, as it deems necessary. This contract may be awarded to multiple vendors. All proposals **must** be completed on the table sheet in this document; any other form of tabulation may result in rejection of the proposal.

It is the desire of the Unified Government to award **one (1) vendor** per section. The Unified Government reserves the right to award multiple contracts per section, if necessary.

The offeror is to list the unit price for cutting and trimming each mowing group listed. The offeror need not submit on all groups, but must accept all identified sites listed within the group.

Technical Requirements:

It is the responsibility of the Contractor to remove all paper, trash and other types of debris from lawn areas before mowing. **Prior to leaving a site, the Contractor will remove all trash**, tree limbs and excessive grass clippings and provide suitable disposal for it. Extra mowing passes to disperse excessive grass clippings may be necessary.

Contractor will maintain sharp blades on all mowing equipment. All equipment will be removed from turf areas when re-fueling.

The successful offeror will be required to cut the grass to a height of three (3) inches on all sites except ball fields which will be mowed at 2 ½". These mowing heights may be adjusted during the mowing season. The Contractor will be required to edge and trim alongside any sidewalks, curbs, poles, fences or any structure each time a location is mowed. All sidewalks, drives and curbs will be blown or swept of debris.

The Contractor is to report any damage to turf, vegetation, buildings, vehicles or equipment as soon as practical.

Grass is not to be blown on or against buildings on the property or vehicles parked on the grounds of the buildings or on the street adjacent to buildings. **All grass is to be blown off sidewalks.** All heavy accumulations of grass are to be removed from mowing locations by sweeping, bagging, raking or mowing to disperse clippings. Grass is to be hauled by the Contractor to a suitable disposal site if needed.

The Contractor will be required to cut all of the sites in a Group before being allowed to start another group. The Contractor will notify the designated Unified Government personnel that a group has been completed. An inspection will be made to assure that the work has been performed in accordance with these specifications. After work passes inspection, the Contractor will be told which area to cut next and the Unified Government of Wyandotte County/Kansas City, Kansas will process a pay request for the work, which has been successfully completed.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

The Unified Government of Wyandotte County/Kansas City, Kansas will determine the number of times any site will be cut. Mowing frequencies may vary according to weather conditions.

The Contractor is responsible for working around weather conditions. The Unified Government of Wyandotte County/Kansas City, Kansas will not pay any additional fees for mowing of unusually high grass resulting from frequent rains.

The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to modify these Specifications as dictated by weather, site usage or other consideration.

Any deviations from these technical requirements must be approved by the Water Pollution Control Division of the Unified Government of Wyandotte County / Kansas City, Kansas.

No subcontractors will be permitted to work under the awarded contract.

Questions pertaining to Bid # B27204, Mowing Services for Water Pollution Control to: Jack Webb. He can be reached at (913) 573 – 8362.

*A Mandatory Pre-Bid Conference will be held at 9:00 am Thursday March 9, 2017 at the
Unified Government Fleet Services Center
5033 State Avenue
Kansas City, Kansas 66102*

CONTRACT LENGTH:

The first year of the contract shall be for a period from the date of contract execution and continue for the remainder of the 2017 calendar year. Upon mutual agreement of both parties the contract may be renewed annually by the Unified Government of Wyandotte County/Kansas City, Kansas for an additional Four (4) 1-year terms. Each contract year thereafter will be from January 1, through December 31. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to cancel the contract upon 30 days written notice.

Insurance:

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

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

1. Commercial General Liability Insurance.

This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$5,000,000. The Policy must include coverage for, but not limited to, the following:

Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Fire legal liability

Products and completed operations

Medical Expense

2. Business Automobile Insurance.

This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage

Any and all vehicles owned, used or hired

3. Workers Compensation: Statutory.

4. Any other insurance required by law or regulations.

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

Listing of Machinery & Equipment Available

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6.1 Cost Proposal: See Attachment A and Attachment B, Mowing Sites

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

8.0 Bid Deadlines and Delivery Instructions:

- Sealed bids must be addressed and delivered to: Bid # B27204, Mowing Services for Water Pollution Control , Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday March 22, 2017.

9.0 Signatures:

- No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Company Name

Authorized Representative

Mailing Address

Signature Date

City, State, Zip Code

Title

Phone Number

Fax Number

Federal Tax ID #

E-Mail Address