

Department of Procurement & Contract Compliance



BID #B40835

Rainbow Trout for Parks & Recreation



Unified Government Of Wyandotte County/Kansas City, Kansas
MINIMUM SPECIFICATIONS AND REQUIREMENTS
BID #B40835
Rainbow Trout for the
Parks & Recreation Department

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 shall be 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 of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.
- 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 and shall be addressed as follows: **Office of the Unified 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 Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101 no later than 8:45 a.m. Wednesday February 21, 2024. If this information does not appear, the bid will be rejected. 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 of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as provided in R3-404.02 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 1.5 The Unified Government of Wyandotte County/Kansas City, Kansas 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 Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.6 It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). **Please note that all bidders are required to document any deviations from these specifications.**

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 specifications.
- 1.8 Conditioned bids from the vendor shall be rejected as non-responsive unless the Unified Government of Wyandotte County/Kansas City, Kansas identifies conditions in the bid specifications.
- 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 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, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to kregan@wycokck.org All Questions must be received no later than **5:00 P.M. Monday February 12, 2024**.
- 1.11 The successful bidder must provide proof of workers' compensation insurance prior to contract approval.
- The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the 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.
- 1.12 It is the intent of the Unified Government to track subcontractor participation. Attachment A has been provided to facilitate this requirement. Failure to submit this form or Attachment B, which indicates intent to self perform, will be interpreted as non-responsiveness and will be grounds for rejection of your bid.

2.0 Occupational Taxes and Contract Award:

- 2.1 A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2 **Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780.**
- 2.3 Breach of this covenant 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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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.

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 Administrative Procurement Officer:

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 Principal Procurement Officer:

The principal procurement officer is responsible for handling the solicitation and awarding the contract. The Principal Procurement Officer is Kelly P. Regan; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.

5.0 **Required Standard Contractual Terms and Conditions:**

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

Controlling Provisions:

The terms of this Contractual Provisions Attachment prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement in which this attachment is incorporated.

Governing Law:

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Cash Basis Law:

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 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 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.

Disclaimer of Liability:

The Unified Government shall not hold harmless nor indemnify the Contractor for any liability whatsoever.

Anti-Discrimination Requirements:

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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.
- b. Written notice of award shall be sent 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 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.

Contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, or call (913) 573-5440 for information or sreed@wycokck.org;

- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The 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. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- f. If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if 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
- g. The Contractor shall assure that it is in compliance and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), and amendments thereto; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), and amendments thereto; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), and amendments thereto; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), and amendments thereto; the Kansas Act Against Discrimination K.S.A. 44-1001 through 1004), and amendments thereto; Article 11 of the Unified Government Procurement Code and Regulations, and amendments thereto; and Sections 18-66 and 18-87 of the 1986 Code of Ordinances of Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.
- h. The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
- i. The Contractor will be required to conform to Affirmative Action and Equal Employment Opportunity requirements prior to the execution of this Agreement.

Termination for Default:

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

- 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;
 - (4) If the Contractor files a petition 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.

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

Termination for Convenience:

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 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, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- 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.
- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 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.

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.

Payment of Taxes:

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

Representative's Authority to Contract:

The person signing this Agreement is duly authorized by the Contractor to execute the documents on behalf of the Contractor and to bind the Contractor.

Modification of Agreement:

This Agreement may be modified or amended only in writing executed by both parties.

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 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 Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement benefits, withholdings, other benefits, and any taxes and premiums for such items, and the Contractor shall hold the Unified Government harmless with respect thereto.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Availability of Records and Audit:

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the 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 years from the date of the termination of the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment:

Neither the 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.

If Contractor's ownership is converted into, merges or consolidates with or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Unified Government of such conversion, merger, consolidation, sale or transfer and shall become the Contractor hereunder only if the Unified Government specifically so consents in writing. Contractor agrees to notify the Unified Government of any changes in the membership of the general partners of the Contractor within a reasonable time after such change.

No Limit of Liability:

Nothing in this 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.

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 ensure 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 (90) days from the date of submission.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

MINIMUM SPECIFICATIONS:

6.0 MINIMUM SPECIFICATIONS:

The Unified Government of Wyandotte County/Kansas City, Kansas Parks and Recreation Department is soliciting bids for the purchase and delivery of Rainbow Trout for Four (4) consecutive years 2024, 2025, 2026 and 2027. Deliveries must be made to Wyandotte County Lake Park, 91st and Leavenworth Road, Kansas City, Kansas 66109. In the event the Rainbow Trout delivered by the vendor are unsatisfactory and remain unsatisfactory after notice the Park Department reserves the right to purchase substitute Trout from the next best bid.

6.1 Rainbow Trout Specifications

6.1.1 Pricing: Price must include fish, permits, handling charge and all other delivery fees.

6.1.2 Condition: Vendor must guarantee fish are disease free.

6.1.3 Qualifications: Bidders for this contract must be established in Trout production for a minimum of Five (5) years, have a history of reliability, adequate facilities and equipment for successful live transportation of fish. The Unified Government of Wyandotte County /Kansas City, Kansas Parks and Recreation Department reserves the right to inspect prospective vendor's facility(ies) to verify bidder's capability and hauling capability.

6.1.4 Delivery: Three Quarters ($\frac{3}{4}$) of the total Trout ordered to Wyandotte County Lake Park, 91st and Leavenworth Road, Kansas City, Kansas 66109: **Must be delivered before Opening Day, which will be the first Saturday in March.** The balance of the Trout ordered to Wyandotte County Lake Park, 91st and Leavenworth Road, Kansas City, Kansas 66109: **Must be delivered 2-3 weeks later.**

The total quantity of Fish is the estimated requirement for the Unified Government of Wyandotte County / Kansas City, Kansas Parks & Recreation Department and may be increased or decreased depending upon the price per pound to stay within the Parks Department Budget.

6.1.5 Size: All Trout must be between One (1) and Two (2) pounds each. Trout less than One (1) pound are unacceptable. Some "lunkers" are acceptable.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

6.1.6 Bidder must provide:

(1) Name and phone numbers of Three (3) references for which bidder has supplied Rainbow Trout within the last 12 months. Unsatisfactory marks from references will result in rejection of the bid.

Agency	Contact Person	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

(2) Current Federal Fish Wildlife Service Inspection Statement assessing hatchery and fish conditions.

Rainbow Trout cost per pound _____ dollars

(\$ _____)

7.0 Contract length and Additional Year Pricing Options:

The first year of the contract shall be for a period from the date of contract execution and continue for the remainder of the 2024 calendar year. Prices bid shall remain fixed and firm based upon the original bid for the first year of the contract. 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 three (3) 1-year terms. Each contract year thereafter will be from January 1, through December 31. Option years 2, 3 & 4 will be subject to adjustment based on the Consumer Price Index (CPI- U = All Urban Consumers) for the previous twelve months Not to Exceed 5%.

The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to cancel the contract upon 30 days written notice.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

8.0 Insurance:

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

The successful offeror must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. An 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.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

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

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

The contractor shall secure and maintain at his or her own expense insurance of such types and in such amounts as herein specified to protect Contractor and the Unified Government from all hazards involved in the performance of the work described in this contract.

	<u>Coverage's</u>	<u>Limits of Liability</u>
a)	Workmen's Compensation	Statutory
b)	Combined bodily injury and property damage liability	500,000.00 per occurrence
c)	Combined automobile bodily injury and automobile property damage	500,000.00 per occurrence

Certificates of Insurance and copies of all policies acceptable to the Unified Government shall be filed annually with the Purchasing Division and License Division as to the coverage's outlined above.

The Unified Government shall be listed as an additional named insured on coverage's, b and c above, and the insurer shall be obligated to provide the Unified Government a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify the Unified Government and to provide a legal defense for any and all claims arising out of the performance of this contract whether the proper insurance is in effect or not.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

9.0 Bid Deadlines and Delivery Instructions:

- Sealed bids must be addressed and delivered to: Bid #B40835, Rainbow Trout for the Parks & Recreation Department, 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 February 21, 2024.**

10.0 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