

Department of Procurement & Contract Compliance



Bid B41408
Landscape Maintenance Services
for Parks & Recreation

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)



Bid B41409, Landscape Maintenance Services 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. The Unified Government follows all Federal and State antidiscrimination and equal employment opportunity laws and requires the same of its contractors.

1. General Requirements

- 1.1. All bids shall be submitted in TRIPLICATE and shall be signed by authorized personnel on the **Signature Sheet, provided as Attachment A** to this bid solicitation. 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 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 12, 2025. 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 defined by section 29-1 and provided by section 29-153 of the Code of Ordinances 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, 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.
- 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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 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. Thursday February 27, 2025.
- 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. 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 or businesslicense@wycokck.org.
- 2.3. Breach of this covenant may be regarded as a material breach of contract.

3. 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. 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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 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 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. Standard Contractual Provisions

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

- 5.1. **Parties.** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and " _____", hereinafter called "Contractor."
- 5.2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- 5.3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
- 5.4. **Modification of Agreement.** This Agreement may be modified, amended, or supplemented only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement. The Unified Government expressly states that it will not be bound by any content on CONTRACTOR'S website, even if the CONTRACTOR'S documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.
- 5.5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
- 5.6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 5.7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
- 5.8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
- 5.9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
- 5.10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
- 5.11. **Equal Opportunity.**
- 5.11.1. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq. and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- 5.11.2. CONTRACTOR will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- 5.11.3. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- 5.11.4. 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.
- 5.11.5. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 5.11.6. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- 5.11.7. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Acts Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- 5.11.8. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

5.12. Representations.

CONTRACTOR makes the following representations:

- 5.12.1. The price submitted is independently arrived at without collusion.
- 5.12.2. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 5.12.3. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- 5.12.4. 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.
- 5.13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
- 5.14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
- 5.15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
- 5.16. **Disclaimer of Liability.** The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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

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

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

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

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

If CONTRACTOR is adjudged bankrupt or insolvent;

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

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

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

If CONTRACTOR repeatedly fails to supply sufficient services;

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

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

contract terminated and when termination becomes effective.

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

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

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

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

- 5.19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

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

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

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

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

- 5.21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

- 5.22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
- 5.23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
- 5.24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
- 5.25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Miscellaneous Provisions

- 6.1. **Contract Term.** The contract term shall commence on the date of execution by the last-signing party and shall continue through December 31, 2025. Prices bid shall remain fixed and firm based upon the original bid for the first year of the contract. Upon mutual agreement of the parties the contract may be renewed annually, in writing signed by both parties, 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.
- 6.2. **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.
- 6.3. **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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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.

- 6.4. **Insurance.** The successful offeror must secure all insurance coverage required by the Unified Government, including workers' compensation insurance, and must provide proof of such insurance prior to contract approval. 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 vendor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

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

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

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

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

The Contractor shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement. The Unified Government shall be named as an additional insured, to read exactly as follows:

The Unified Government of Wyandotte County/Kansas City, Kansas is an additional insured with respect to the work performed for the contract(s): BID #B38453, Mowing Services for Parks and Sports Fields for the Parks & Recreation Department.

The following minimum coverage is required of vendors providing services:

Coverage:	Limits of Liability:
Workers Compensation	Statutory
General Liability	\$500,000 per occurrence
Aggregate	\$1,000,000

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

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Procurement

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Department, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

7. Minimum Specifications and Cost Proposal: See Attachment B.

Sealed bids must be addressed and delivered to: Bid #B40867, Landscape Maintenance Services for the Parks & Recreation Department, Office of the Unified Government 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 12, 2025.

ATTACHMENTS:

Attachment A – Signature Sheet

Attachment B – Minimum Specifications and Cost Proposal

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Attachment A

Signature Sheet

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

Attachment B

Performance Specifications

Landscape Maintenance Services

Parks & Recreation Department

B401408

Performance Specifications



Attachment A: Landscape Maintenance Services Parks and Recreation

B41408

**Questions pertaining to Landscape Maintenance Services,
are to be directed to:
Justin Ukena – Operations Supervisor at (913) 573-8336**

The Unified Government of Wyandotte County/Kansas City, Kansas is soliciting proposals for Landscape Maintenance Services for Unified Government medians and/or other locations. The Unified Government reserves the right to add or delete sites, as it deems necessary. All proposals must be completed on the cost sheet in this document; any other form of tabulation may result in the rejection of the proposal.

1. The proposal is for the furnishing of all materials (unless otherwise specified), labor, tools and equipment required to meet the needs of maintaining the landscaping in medians identified by the Parks & Recreation Department.
2. Offerors shall visit the areas of work and existing facilities and shall fully inform themselves of existing conditions and limitations.
3. A bidder shall submit a unit price for: Spring bed cleanup, pruning and general maintenance, and application of pre-emergent in landscaped areas including shrubs, flowerbeds, and medians in designated locations.
4. Proposals shall include a detailed maintenance plan and statement of qualification along with a total price per designated location, and/or grouping. The maintenance is necessary to maintain the currently existing perennial shrubs, flowers, trees, and plantings within each of the locations in a healthy, neat and presentable manner.
 - a. The total price per designated location provided shall include all costs for providing routine maintenance for the existing bedding areas and the existing perennial shrubs, flowers and plantings within the designated locations.
5. If a location needs to be corrected because of a performance issue, once notified of that issue, the contractor will have 48 hours to remedy the issue. If not completed within 48 hours, NO PAYMENT will be issued for that visit.
6. The contractor will notify Unified Government personnel of Daily Planned and Daily Completed Work.
 - a. Failure to provide notice could result in nonpayment for that visit.
7. 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.

8. The Contract may be terminated at any time by the Unified Government.
9. At the commencement of the contract, the UG provides keys and magnets, and it is imperative to return them prior to the final payment being issued on the invoice. If not returned, fees will apply.

The contractor awarded a contract as a result of this Request for Proposal shall be responsible for:

1. Initial spring bed clean-up: This includes the removal of leaves, debris, trash and foreign growth, the pruning of all roses, perennials, ornamental grasses, and installation of mulch. The initial clean-up shall be completed by the second week of March.
 - a. All roses and perennial grasses shall be cut back to twelve inches (12")
 - b. The installation of no more than 2 inches of mulch to the landscape bedding area.
 - i. Up to 200 yards of mulch will be provided by the UG per year.
 1. Contractor will be responsible for hauling mulch from vendor.
2. Bi-weekly Bed Maintenance: Foreign growth and litter shall be manually removed from each location. Bi-weekly maintenance will begin the fourth week in March and continue through the fourth week of October. This totals sixteen (16) visits for bi-weekly landscape maintenance for the growing season.
 - a. Each bed maintenance visit shall occur between Monday and Friday, between 8:00 am and 4:00 pm.
3. All sidewalks, drives, and curbs will be blown or swept of debris.
4. Foreign growth shall be manually removed from the landscape beds. Each planting area shall be kept free of weeds by the immediate removal of all foreign growth when such growth becomes visible to the naked eye. Select herbicides may be used to control foreign growth in the shrub beds but only with the prior approval of the UG Supervisor. No pruning of any shrub or tree shall be permitted without prior approval of the UG Supervisor. Trash and litter in planting areas shall be removed and disposed of properly. Disposal of litter and debris must be at an off-site location at the bidders' expense. City dumpsters or other trash collection devices are not to be used.
5. Seasonal Pruning: At least one (1) pruning cycle will be administered to all shrubs during the growing season. The timing and number will be determined by the UG Supervisor. Pruning cannot interfere with the completion of the bi-weekly maintenance.
6. Chemical application:
 - a. Contractor shall be licensed in the State of Kansas for chemical application.

- b. Pre-emergent: Three (3) separate applications of granular pre-emergent will be applied to all landscape beds by the Contractor. Pre-emergent shall be applied only to the mulched areas of the beds (not on the Juniper plantings).
 - i. Schedule of pre-emergent: First application at time of spring bed cleanup; second application during first visit in May; last application during the last visit in October.
 - c. Bagworm treatment: One application of Spinosad to all shrubs and trees.
 - i. Application will be made during a June or July visit. UG Supervisor will provide at least two (2) weeks' notice of when application should be made.
 - d. Other weed treatment: Two applications of non-selective herbicide on concrete and bricked areas of medians. This will only apply to concrete and bricked areas on medians which have landscaping (see maps).
 - i. First application will be made during a May or June visit. UG Supervisor will provide at least two (2) weeks' notice of when application should be made.
 - ii. Second application will be made during a July or August visit. UG Supervisor will provide at least two (2) weeks' notice of when application should be made.
7. The Contractor will provide notification to the UG Supervisor when work is completed for each of the sixteen (16) trips for bi-weekly landscape maintenance.
- a. Failure to provide notice could result in nonpayment for that visit.
8. 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 any issues resulting from frequent rains or wind events.
9. Damage to property, public or private, by the contractor while performing the duties of this agreement shall be the responsibility of the contractor to repair or replace.
10. The contractor is responsible for providing and setting up proper traffic control devices at the worksites for the safety of the traveling public and the contractor's employees.
- a. Proper personal protective equipment shall be worn at all times.
11. Any deviations from these technical requirements must be approved in writing by the Parks and Recreation Department of the Unified Government of Wyandotte County / Kansas City, Kansas.

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

NOTE: IT IS EACH BIDDER'S RESPONSIBILITY TO FIELD VERIFY SQUARE

FOOTAGE OF EACH LOCATION LISTED.

Availability of Funds:

A limited amount of funds will be available on an annual basis and the number of visits and locations may be adjusted to meet the funds available. The failure of the Unified Government to provide funds for the maintenance of the locations identified shall be grounds for suspension of services or termination of the contract by the Unified Government of Wyandotte County / Kansas City, Kansas when those funds are exhausted.

Schedule:

It is anticipated that these locations will be serviced completely every two weeks during the period of March through October. The locations would then move to an "On-Call" status during the period of November through February. No changes to this schedule will be permitted without written approval from the UG.

Asset Management and Workflow Software:

During the term of this contract, the UG may require the contractor to utilize the system to receive work orders and record completed work. The contractor shall enter data into the system as required, to show proper management, performance, and completion of all work assigned to the Contractor. The UG will provide training on the software.

ATTACHMENTS:

COST SHEET WITH LOCATIONS

MEDIAN MAPS

Signatures:

- No Bid will be considered unless signed by an officer authorized to bind the vendor.

Company Name

Authorized Representative

Mailing Address

Signature Date

City, State, Zip Code

Title

Phone Number

Fax Number

Cost Sheet for Landscaped Medians

Initial Spring Bed Clean-Up:

Cost:

- 1) 47th to 94th and State Avenue
- 2) 5th to 8th and Minnesota Avenue
- 3) College Parkway north of State Ave

Bi-Weekly Bed Maintenance:

- 1) 47th to 94th and State Avenue
- 2) 5th to 8th and Minnesota Avenue
- 3) College Parkway north of State Ave

Seasonal Prunning:

- 1) 47th to 94th and State Avenue
- 2) 5th to 8th and Minnesota Avenue
- 3) College Parkway north of State Ave

Pre-Emergent:

- 1) 47th to 94th and State Avenue
- 2) 5th to 8th and Minnesota Avenue
- 3) College Parkway north of State Ave



**Approximately Located At:
47th – 48th & State Avenue**

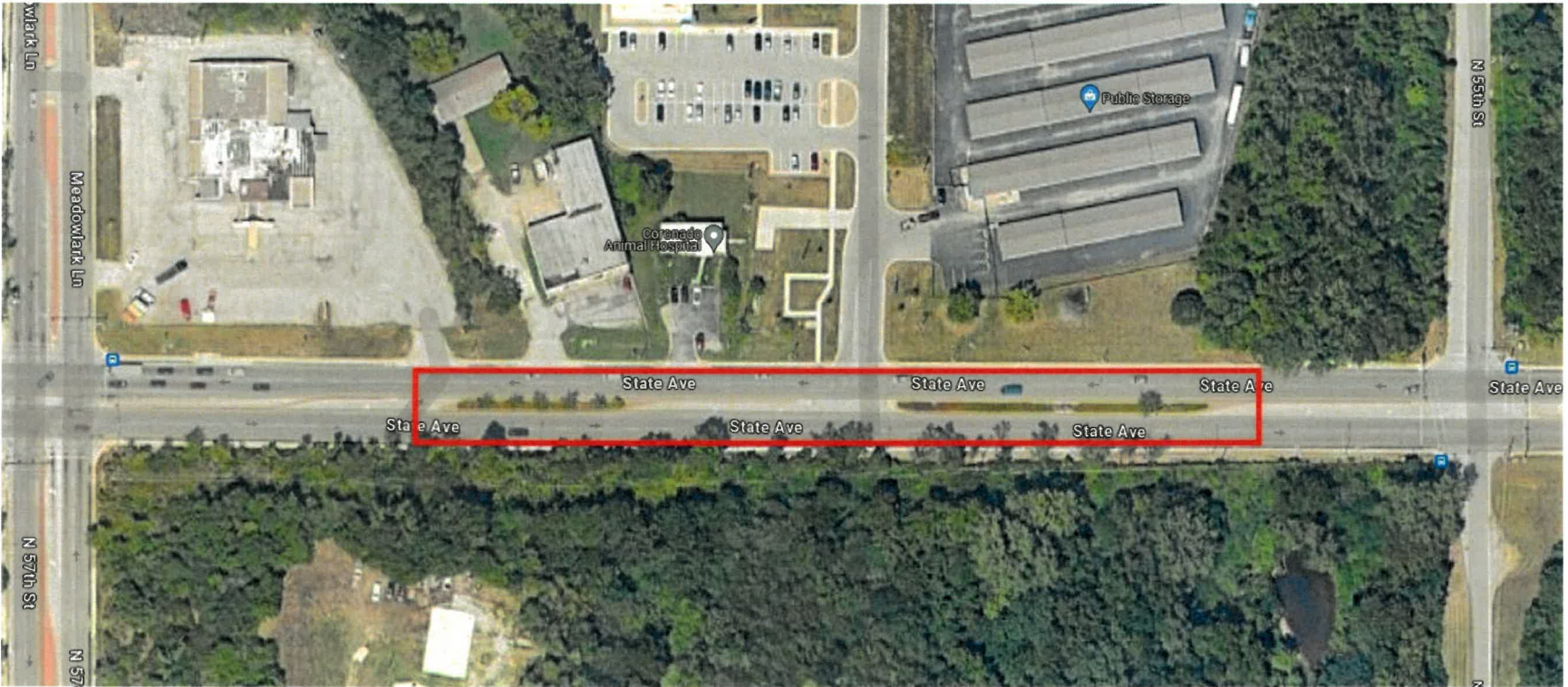


Approximately Located At:
50th – 52nd & State Avenue



Approximately Located At:

54th & State Avenue



Approximately Located At:

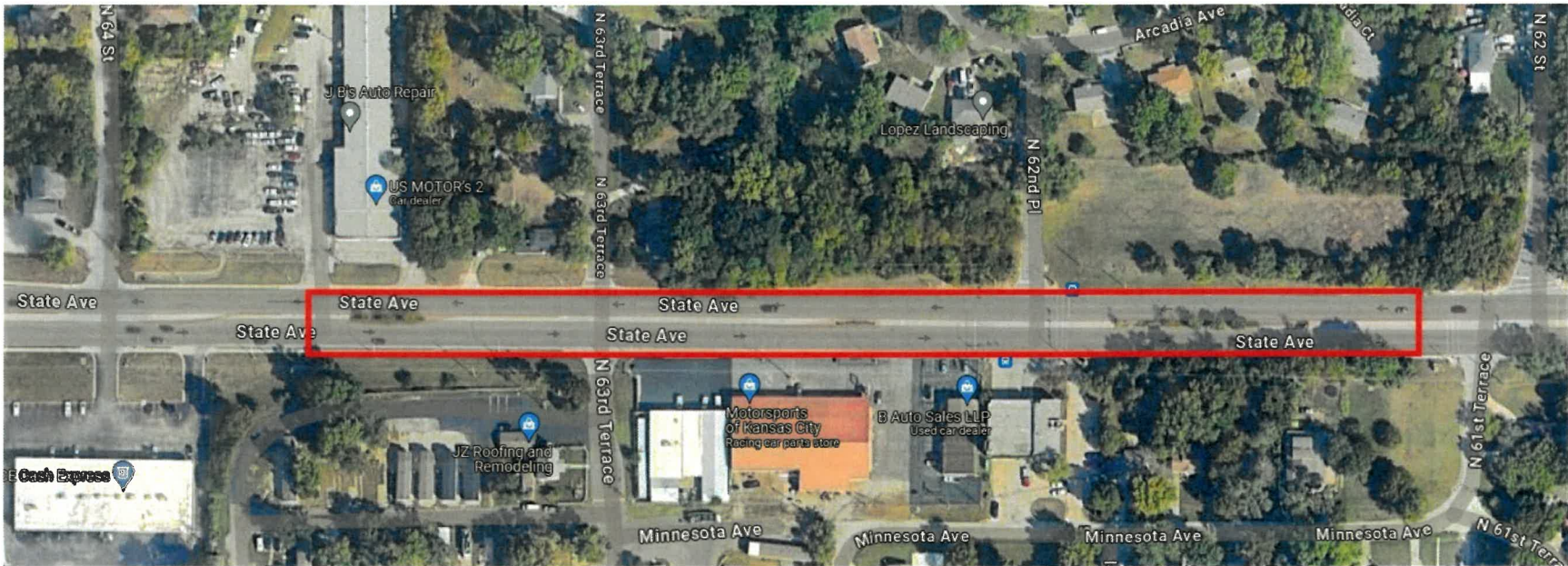
55th – 57th & State Avenue



**Approximately Located At:
57th – 59th & State Avenue**



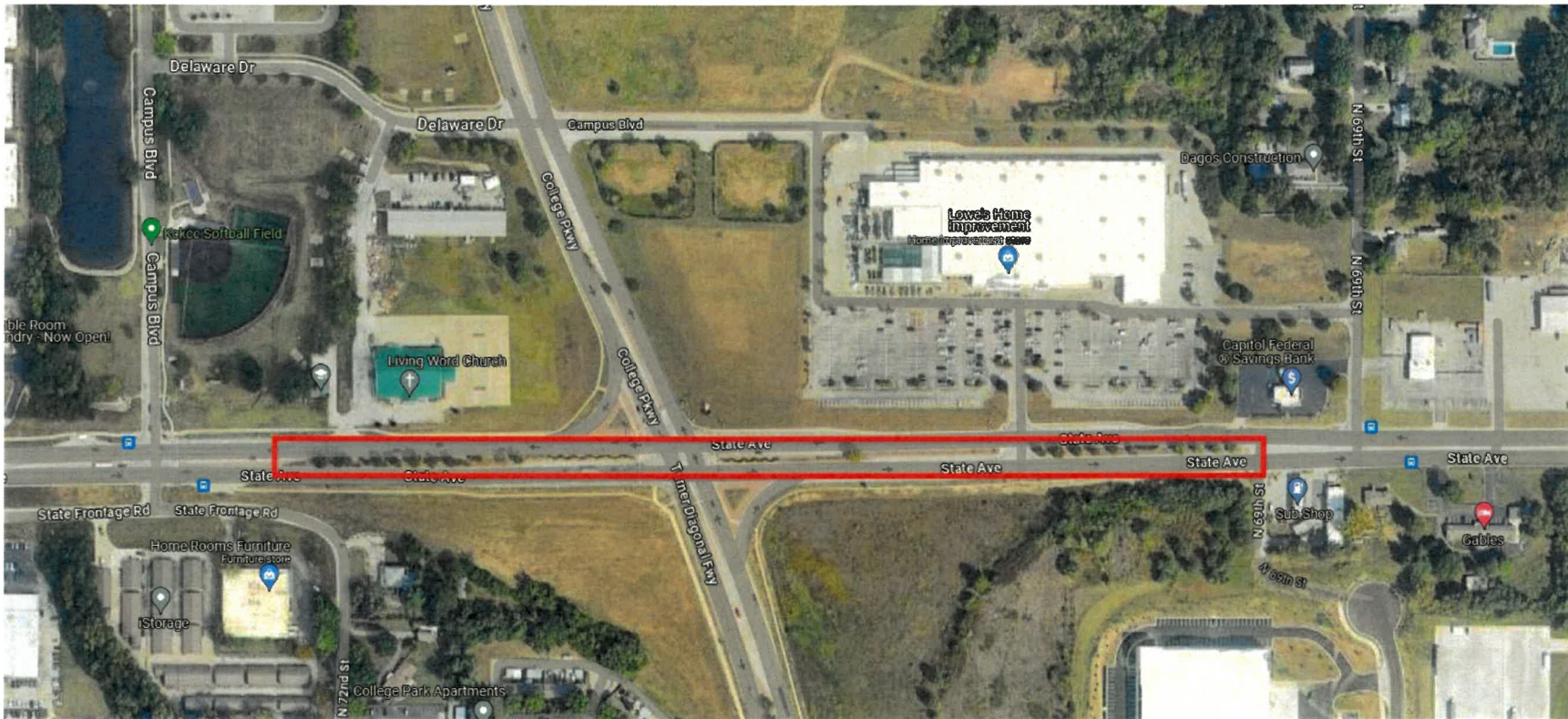
**Approximately Located At:
59th – 62nd & State Avenue**



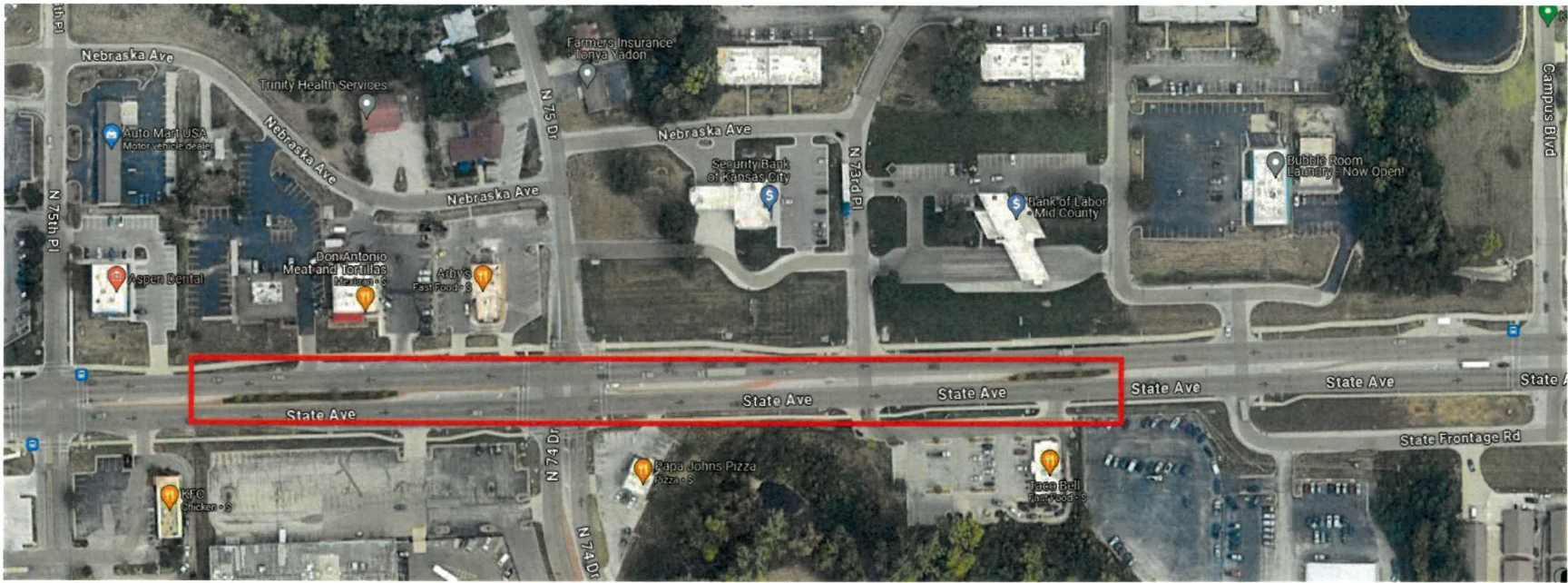
Approximately Located At:
62nd – 64th & State Avenue



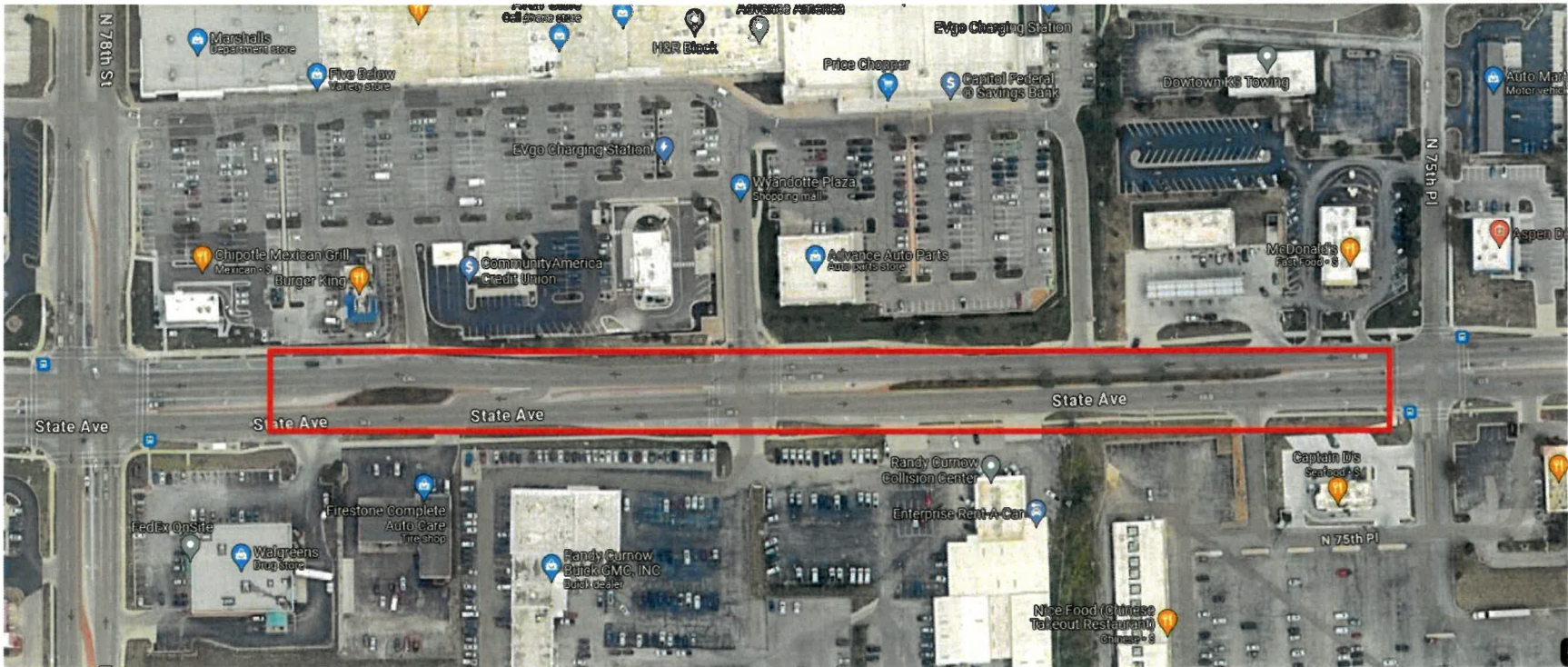
**Approximately Located At:
65th – 69th & State Avenue**



Approximately Located At:
69th – Campus Blvd. & State Avenue

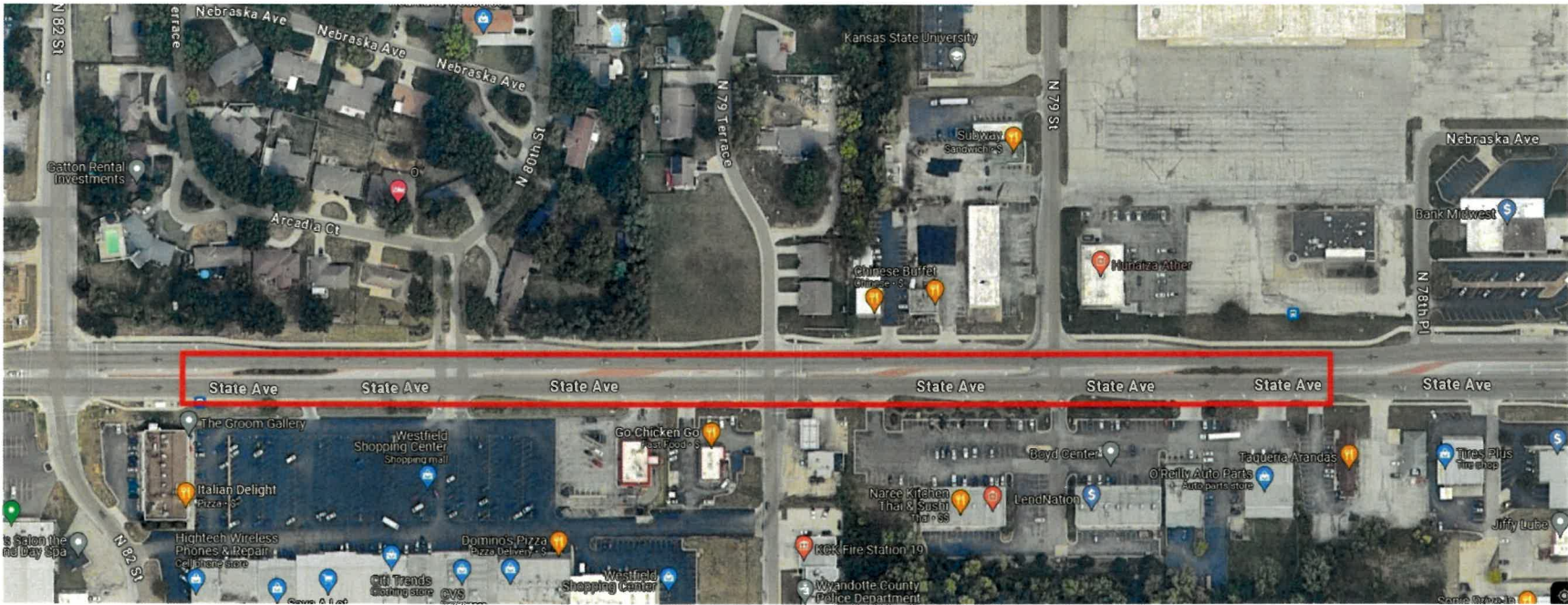


Approximately Located At:
Campus Blvd. - 75th & State Avenue

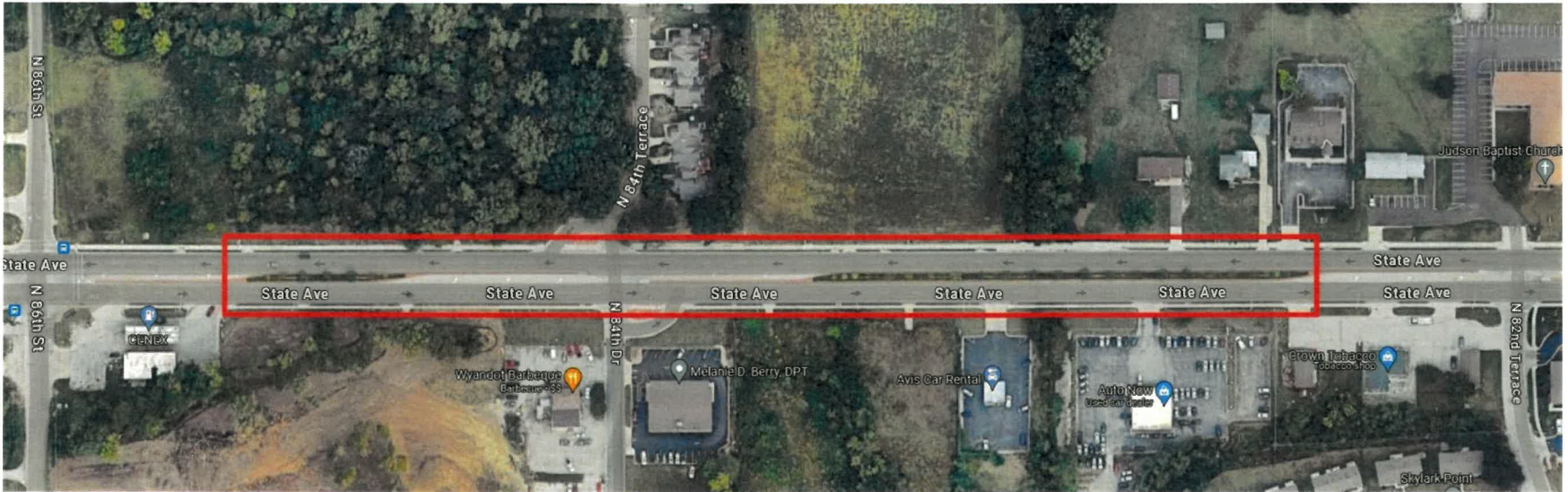


Approximately Located At:

75th – 78th & State Avenue



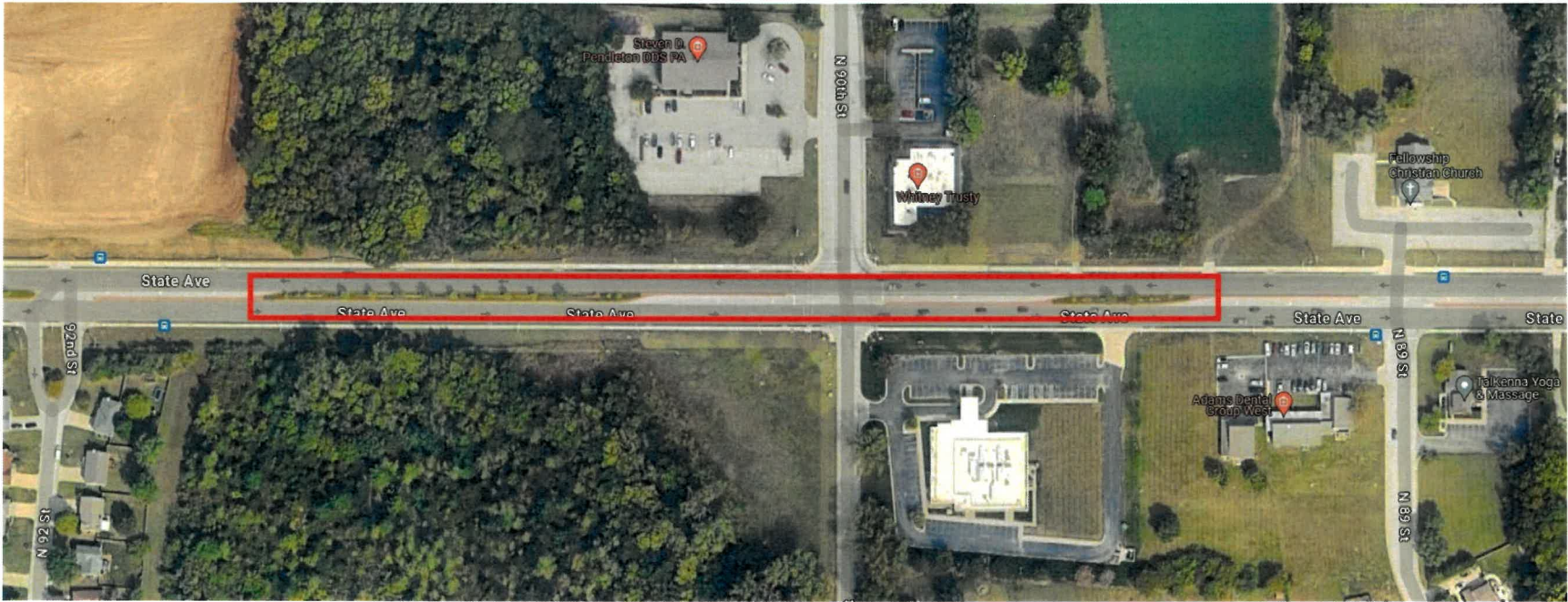
Approximately Located At:
78th – 82nd & State Avenue



Approximately Located At:
82nd – 86th & State Avenue



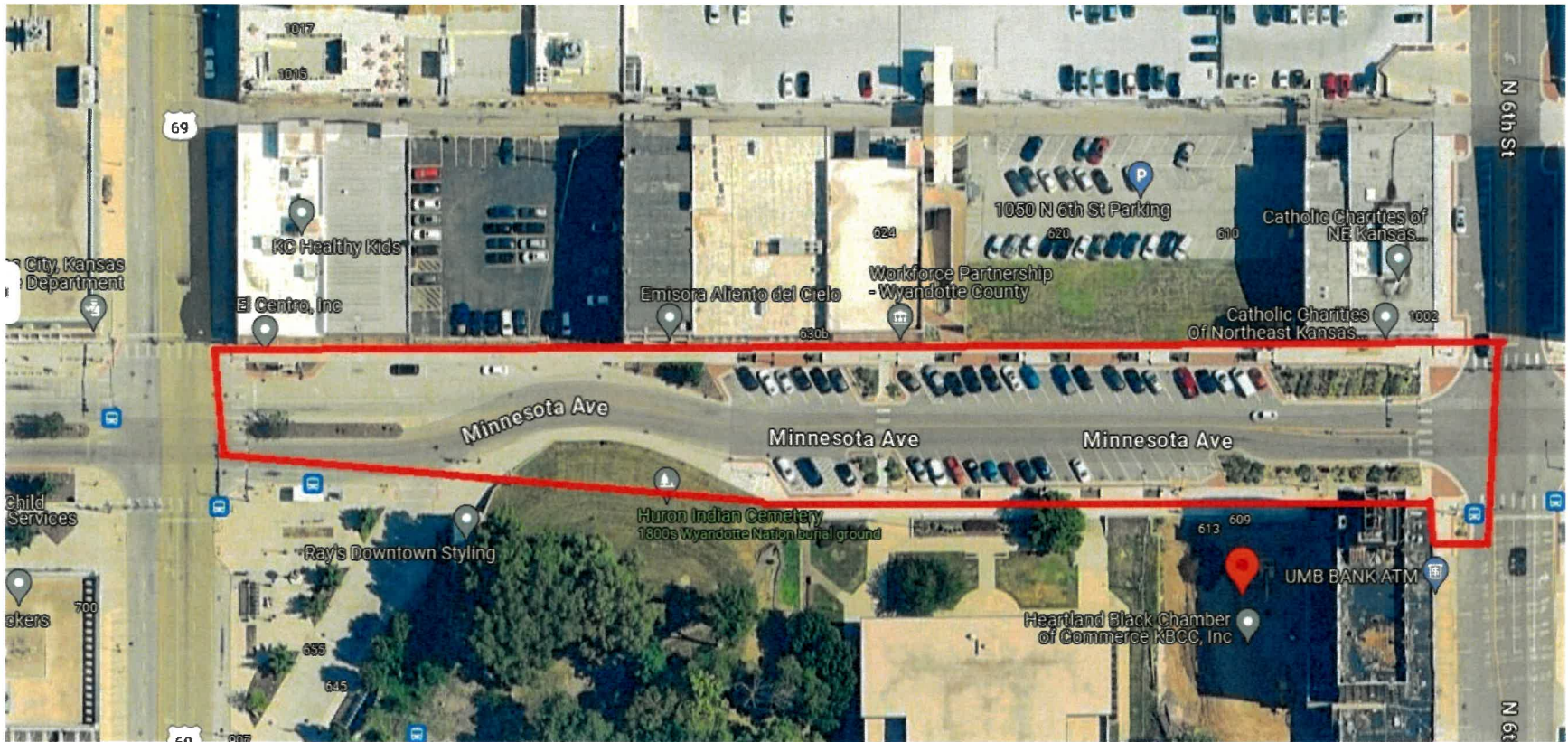
**Approximately Located At:
86th – 89th & State Avenue**



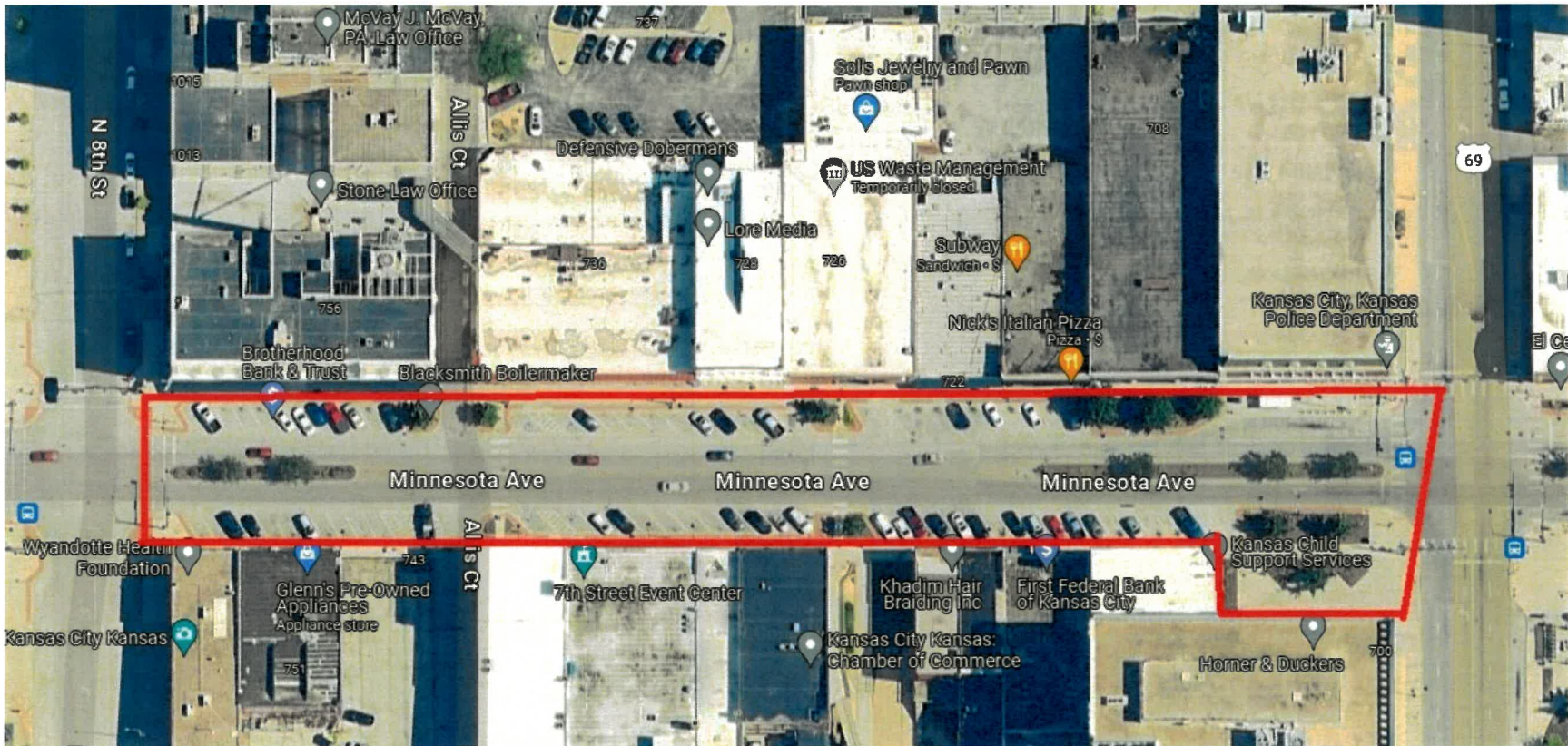
**Approximately Located At:
89th – 92nd & State Avenue**



**Approximately Located At:
92nd – 94th & State Avenue**



**Approximately Located At:
6th – 7th & Minnesota Avenue**



Approximately Located At:

7th – 8th & Minnesota Avenue



Approximately Located At
5th-6th and Minnesota



College Parkway
N. of State Ave.

EXHIBIT A

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

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

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

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and “ _____”, hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified, amended, or supplemented only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement. The Unified Government expressly states that it will not be bound by any content on CONTRACTOR’S website, even if the CONTRACTOR’S documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement,

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the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
11. **Equal Opportunity.**
 - a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. CONTRACTOR will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in employment, upgrading,

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demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Acts Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to

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breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
 - d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government expressly disclaims any provision or duty to indemnify CONTRACTOR or to hold CONTRACTOR harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the

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

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

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

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

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

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

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

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

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

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

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

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

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

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

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

22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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