

# Department of Procurement & Contract Compliance



**BID #B41409**

**Mowing Services for Parks and Sports Fields  
for the  
Parks & Recreation Department**

# MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)



## MINIMUM SPECIFICATIONS AND REQUIREMENTS BID #B41409 Mowing Services for Parks and Sports Fields for the Parks & Recreation Department

The Unified Government of Wyandotte County/Kansas City, Kansas is soliciting proposals for mowing services for the Parks & Recreation Department. This contract may be awarded to multiple vendors. It is the desire of the Unified Government to award one (1) vendor per group. All proposals must be completed on the **Mowing Contract Bid Sheet, provided as Attachment A** to this bid solicitation; any other form of proposal may result in the proposal's rejection.

A limited amount of funds will be available on an annual basis and the number of mows and locations may be adjusted to meet the funds available. The Unified Government reserves the right to add or delete mowing sites, as it deems necessary. The exhaustion of funds shall result in suspension of services or termination of the contract by the Unified Government of Wyandotte County / Kansas City, Kansas.

***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. 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 B** 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.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- 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
- 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](mailto: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](mailto: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

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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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.
- 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.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- 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.
- 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

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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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.
- 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

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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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.
- 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;

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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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 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

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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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 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. Upon mutual agreement of the parties the contract may be renewed annually, in writing signed by both parties, for an additional Four (4) 1-year terms. Each contract year thereafter will be from January 1, through December 31. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to cancel the contract upon 30 days written notice.
- 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

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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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.

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.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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The following minimum coverage is required of vendors providing services:

Coverage:	Limits of Liability:
Workers Compensation	Statutory
Combined Automobile Bodily Injury and Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000
Professional Liability	\$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 Department, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

### 7. Special conditions

- 7.1. Bidders shall visit the areas of work and shall fully inform themselves of existing conditions and limitations.
- 7.2. Bidders are required to have all necessary equipment, including vehicles and trailers, to meet the specifications detailed in this contract.
- 7.3. The bidder is to list the cost for cutting and trimming at each location on the bid sheet attached. Bidder must also list all equipment including vehicles and trailers. All equipment will be verified before the contract is awarded.
- 7.4. The bidder must also provide three (3) references on the **Mowing Contract References Sheet, provided as Attachment C** to this bid solicitation.
- 7.5. **Attachments A, B, and C must all be submitted for your bid to be considered.**
- 7.6. It is anticipated that the designated mowing locations will be serviced during the period of March through October. The locations would then move to an "On-Call" status during the period of November through February.
- 7.7. No changes to this schedule will be permitted without prior written approval from the Unified Government.
- 7.8. Technical Specifications
  - 7.8.1. Trash. It is the Contractor's responsibility to remove all paper, trash, and other types of debris from lawn areas before mowing. Prior to leaving the site, the Contractor shall remove all trash, tree limbs, and excessive grass clippings and provide suitable disposal for it.

Litter and debris shall be taken to an off-site location for disposal, at the Contractors' expense. City dumpsters or other trash collection receptacles shall not be used.
  - 7.8.2. Mowing & Trimming. During each site visit, the Contractor shall trim around and/or along signal and light poles, signs, control boxes, both inside and outside fences, playground borders, curbs, walkways, buildings, sidewalks, trails, driveways, guardrails, headstones, rocks, hills, and any other areas not

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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specified or that are inaccessible to a mower. Contractor shall form a neat and uniform line in the turf around shrub beds, flower beds, ground cover beds, hedges and around trees. Please use caution not to injure any plants or trees while trimming. All grass, weeds and dirt are to be blown off or removed from all surfaces after trimming and mowing.

Mowing heights and frequency are listed below:

Sport Fields - Shall be mowed at a height not less than 2" and not greater than 3". Irrigated Sport fields shall be mowed twice a week. Non-irrigated Sport fields shall be mowed once a week. Please refer to the bid sheet for mowing frequency.

Parks, Medians, Buildings & Parking Lots - Shall be mowed at a height not less than 3" and not greater than 4". Parks shall be mowed on a 7-10 day rotation. Please refer to the bid sheet for mowing frequency.

Cemeteries - Shall be mowed at a height not less than 3" and not greater than 4". Cemeteries shall be mowed on a Bi-Weekly rotation. Please refer to the bid sheet for mowing frequency.

Environmental Services, previously known as Water Pollution Control - Shall be mowed at a height not less than 3" and not greater than 4". Please refer to the bid sheet for mowing frequency.

All Other Locations - Shall be mowed at a height not less than 3" and not greater than 4". Please refer to the bid sheet for mowing frequency.

Mowing frequency and heights may be adjusted anytime, by the UG Operations Supervisor. Frequency of mowing is listed for each location on the bid sheet.

Contractor shall maintain sharp blades on all mowing equipment. Contractor shall maintain a consistent, straight mowing pattern

Extra mowing passes to disperse excessive grass clippings may be necessary, and Contractor shall make such necessary extra mowing passes at no additional cost to the UG.

Extra precautions shall be taken when crossing paved trails, particularly coated surface trails. The Contractor shall place protection on path to prevent damage when crossing the trail.

7.8.3. Weed Control. It is the responsibility of the contractor to maintain all grass and broadleaf weed vegetation in all parks. This includes but is not limited to vegetation removal (trimming and spraying if necessary) on walking trails, playground mulch, parking lot cracks, curb line cracks between curb and road, landscape beds and other areas not listed. Approval from the UG Operations Supervisor must be obtained by the contractor before the spraying of any fence line.

7.8.4. Traffic Control. The contractor shall provide and set up proper traffic control devices at the worksites for the safety of the traveling public and the contractor's employees.

7.8.5. Employees of Contractor. Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

Proper personal protective equipment shall be worn at all times.

All employees of the contractor shall be considered, at all times, the sole employee of the Contractor,

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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under their direction, and not an employee or agent of the UG. The Contractor shall supply competent and capable employees and the UG may require Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose presence on UG property is not in the best interest of the UG. The UG shall not have any duty to implement or enforce such requirements.

- 7.8.6. The Contractor shall cut all the sites in a group before being allowed to start another group. The Contractor shall notify the UG Operations Supervisor of daily completed work and work that is scheduled next. Failure to notify the UG of daily completed work, could result in nonpayment for those locations.
- 7.8.7. The Contractor shall provide an invoice along with a list of all work performed during the billing period. The invoice shall have a completion date, for each location. Payment shall be only for work performed during the billing period. An invoice must be provided when a group is completed.
- 7.8.8. In the event of failure of the Contractor to deliver services in accordance with the contract terms, after due written or oral notice, the UG may procure the services from other sources and hold the Contractor responsible for any resulting additional costs.
- 7.8.9. If mowing at 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.
- 7.8.10. At the commencement of the contract, the UG will provide keys and magnets as necessary to the contractor. Contractor shall return all such keys and magnets prior to the final payment being issued on the invoice. If the keys and magnets are not returned, fees will apply.
- 7.8.11. The UG will determine the number of times any site will be cut. Mowing frequencies may vary according to weather conditions.
- 7.8.12. The Contractor is responsible for working around weather conditions. The UG will not pay any additional fees for mowing unusually high grass resulting from frequent rains or other reasonings. The UG reserves the right to modify these specifications as dictated by weather, site usage or other considerations.
- 7.8.13. No permission will be given to trespass on adjoining private property. Contractor shall be responsible for locating all utilities when applicable.
- 7.8.14. If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the UG. Such property shall include but not be limited to: roads, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, trees etc.
- 7.8.15. Contractor shall notify the UG Operations Supervisor immediately of any sites having pre-existing damage to: turf, sidewalks, pavers, curbs, roadways, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs.
- 7.8.16. The Unified Government, in its sole discretion, may require the successful bidder to maintain additional areas within the UG at a unit cost comparable to those properties under contract. Said properties may be roadway right-of-way (including medians), parks, vacant property, and UG facilities' grounds.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- 7.8.17. All equipment will be removed from turf areas when re-fueling.
- 7.8.18. Contractor must provide protection necessary to prevent damage on property being maintained and adjoining properties. If damage occurs, Contractor must repair any damage on property, at the Contractor's expense, as acceptable to the UG.
- 7.8.19. No on-site storage is allowed at any Unified Government owned property.
- 7.8.20. At no time shall driving a vehicle on or across a trail, sidewalk or any other paved surface be allowed.
- 7.8.21. Vehicles and trailers must remain on the road and not driven or parked on turf.
- 7.8.22. Ramps are to be used for all curbs. Curb jumping is prohibited.
- 7.8.23. No subcontractors will be permitted to work under the awarded contract.
- 7.8.24. 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. The contractor will be required to have a GPS capable tablet or smartphone for all personnel while performing services for the UG.
- 7.8.25. Any deviations from these technical specifications must be approved by the UG.

**Sealed bids must be addressed and delivered to: Bid #B41409, Mowing Services for Parks and Sports Fields 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 – Mowing Contract Bid Sheet  
Attachment B – Signature Sheet  
Attachment C – Mowing Contract References Sheet  
Maps – Sport Fields Group 2

**Attachment A**

**Mowing Contract Bid Sheet (Group 2SF)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

<b>Field – Address</b>	<b>Frequency</b>	<b>Amount Per Mow</b>
Adrian Roberson Field – 1900 N. 9 <sup>th</sup> St.	Tuesdays, Fridays	
Alvey Main Soccer Field – 4900 Metropolitan Ave.	Tuesdays, Fridays	
Alvey Practice Soccer Field – 4900 Metropolitan Ave.	Tuesdays	
City Soccer Field – 2601 Park Dr.	Tuesdays, Fridays	
Clopper Field – 3300 Powell Ave.	Tuesdays	
Quindaro Ball Field – 3345 Sewell Ave.	Tuesdays	
Rosedale Main Ball Field – 4100 Mission Rd.	Tuesdays	
Rosedale Practice Ball Field – 4100 Mission Rd.	Tuesdays	

Price for **Group 2SF** \$ \_\_\_\_\_

**Please list names of additional employees (if applicable) and all equipment including vehicles and trailers.**

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**MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)**

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**Attachment B**

**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 C**

**Mowing Contract References Sheet (Group 2SF)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name:

Phone #:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*Updated: February 13, 2025*

## **Exhibit B**

**For mowing related questions, please contact:  
Joe Anthony – Operations Supervisor at (913) 573-8346**

It is anticipated that these locations **will be serviced** 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 prior written approval from the UG.

### **Technical Specifications:**

#### **Trash -**

1. It is the responsibility of the Contractor to remove all paper, trash and other types of debris from lawn areas before mowing. **Prior to leaving the site, the Contractor will remove all trash**, tree limbs and excessive grass clippings and provide suitable disposal for it.
2. Disposal of litter and debris must be taken to an off-site location, at the Contractors' expense. City dumpsters or other trash collection devices are not to be used.

#### **Mowing & Trimming –**

1. During each site visit, the Contractor will trim around and/or along signal and light poles, signs, control boxes, both inside and outside fences, playground borders, curbs, walkways, buildings, sidewalks, trails, driveways, guardrails, headstones, rocks, hills, and any other areas not specified or that are inaccessible to a mower. Contractor shall form a neat and uniform line in the turf around shrub beds, flower beds, ground cover beds, hedges and around trees. Please use caution not to injure any plants or trees while trimming. All grass, weeds and dirt are to be blown off or removed from all surfaces after trimming and mowing.



**2. Mowing heights and frequency are listed below:**

- **Sport Fields** - Shall be mowed at a height not less than 2” and not greater than 3”. Irrigated Sport fields shall be mowed twice a week. Non-irrigated Sport fields shall be mowed once a week. Please refer to the bid sheet for mowing frequency.
- **Parks, Medians, Buildings & Parking Lots** - Shall be mowed at a height not less than 3” and not greater than 4”. These locations shall be mowed on a 7–10 day rotation. Please refer to the bid sheet for mowing frequency.
- **Cemeteries** - Shall be mowed at a height not less than 3” and not greater than 4”. Cemeteries shall be mowed on a Bi-Weekly rotation. Please refer to the bid sheet for mowing frequency.
- **Environmental Services, previously known as Water Pollution Control** - Shall be mowed at a height not less than 3” and not greater than 4”. Please refer to the bid sheet for mowing frequency.
- **All Other Locations** - Shall be mowed at a height not less than 3” and not greater than 4”. Please refer to the bid sheet for mowing frequency.

3. Mowing frequency, schedule and heights may be adjusted anytime, by the UG Operations Supervisor. Frequency of mowing is listed for each location on the bid sheet.
4. Perform at least one mowing pass along the outside of the fence during each visit.
5. Contractor will maintain sharp blades on all mowing equipment. Contractor will maintain a consistent, straight mowing pattern.
6. Extra mowing passes to disperse excessive grass clippings may be necessary, at no additional cost.
7. Extra precautions shall be taken when crossing paved trails, particularly coated surface trails. The Contractor shall place protection on path to prevent damage when crossing the trail.

**Weed Control -**

It is the responsibility of the contractor to maintain all grass and broadleaf weed vegetation at all locations. This includes but is not limited to vegetation removal (trimming and spraying if necessary) on walking trails, playground mulch, parking lot cracks, curb line cracks between curb and road, landscape beds and other areas not listed. Approval from the UG Operations Supervisor must be given before the spraying of any fence line.



### **Traffic Control –**

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.

### **Employees of Contractor –**

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identifications at all times.
2. Proper personnel protective equipment shall be worn at all times.
3. All employees of the contractor shall be considered, at all times, the sole employee of the Contractor, under their direction, and not an employee or agent of the UG. The Contractor shall supply competent and physically capable employees and the UG may require Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on UG property is not in the best interest of the UG. The UG shall not have any duty to implement or enforce such requirements.

### **Other Important Information -**

1. The Contractor will be required to cut all the sites in a group before being allowed to start another group. The Contractor will notify the UG Operations Supervisor of daily completed work and work that is scheduled next. Failure to notify the UG of daily completed work, could result in nonpayment for those locations.
2. The Contractor shall provide an invoice along with a list of all work performed during the billing period. The invoice shall have a completion date, for each location. Payment shall be only for work performed during the billing period. An invoice must be provided when a group is completed.
3. In the event of failure of the Contractor to deliver services in accordance with the contract terms, after due written or oral notice, the UG may procure the services from other sources and hold the Contractor responsible for any resulting additional costs.
4. 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.
5. 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.



6. The UG will determine the number of times any site will be cut. Mowing frequencies may vary according to weather conditions.
7. The Contractor is responsible for working around weather conditions. The UG will not pay any additional fees for mowing unusually high grass resulting from frequent rains or other reasonings. The UG reserves the right to modify these specifications as dictated by weather, site usage or other considerations.
8. No permission will be given to trespass on adjoining private property. Contractor shall be responsible for locating all utilities when applicable.
9. Any deviations from these technical requirements must be approved by the UG.
10. If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the UG. Such property shall include but not be limited to: roads, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, trees etc.
11. Contractor shall notify the UG Operations Supervisor immediately of any sites having pre-existing damage to: turf, sidewalks, pavers, curbs, roadways, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs.
12. The Unified Government, in its sole discretion, may require the successful bidder to maintain additional areas within the UG at a unit cost comparable to those properties under contract. Said properties may be roadway right-of-way (including medians), parks, vacant property, and UG facilities' grounds.
13. All equipment will be removed from turf areas when re-fueling.
14. Contractor must provide protection necessary to prevent damage on property being maintained and adjoining properties. If damage occurs, Contractor must repair any damage on property, at the Contractor's expense, as acceptable to the UG.
15. No on-site storage is allowed at any Unified Government owned property.
16. At no time shall driving a vehicle on or across a trail, sidewalk or any other paved surface be allowed.
17. Vehicles and trailers must remain on the road and not driven or parked on turf.
18. Ramps are to be used for all curbs. Curb jumping is prohibited.
- 19. No subcontractors will be permitted to work under the awarded contract.**



## **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. The contractor will be required to have a GPS capable tablet or smartphone for all personnel while performing services for the UG.

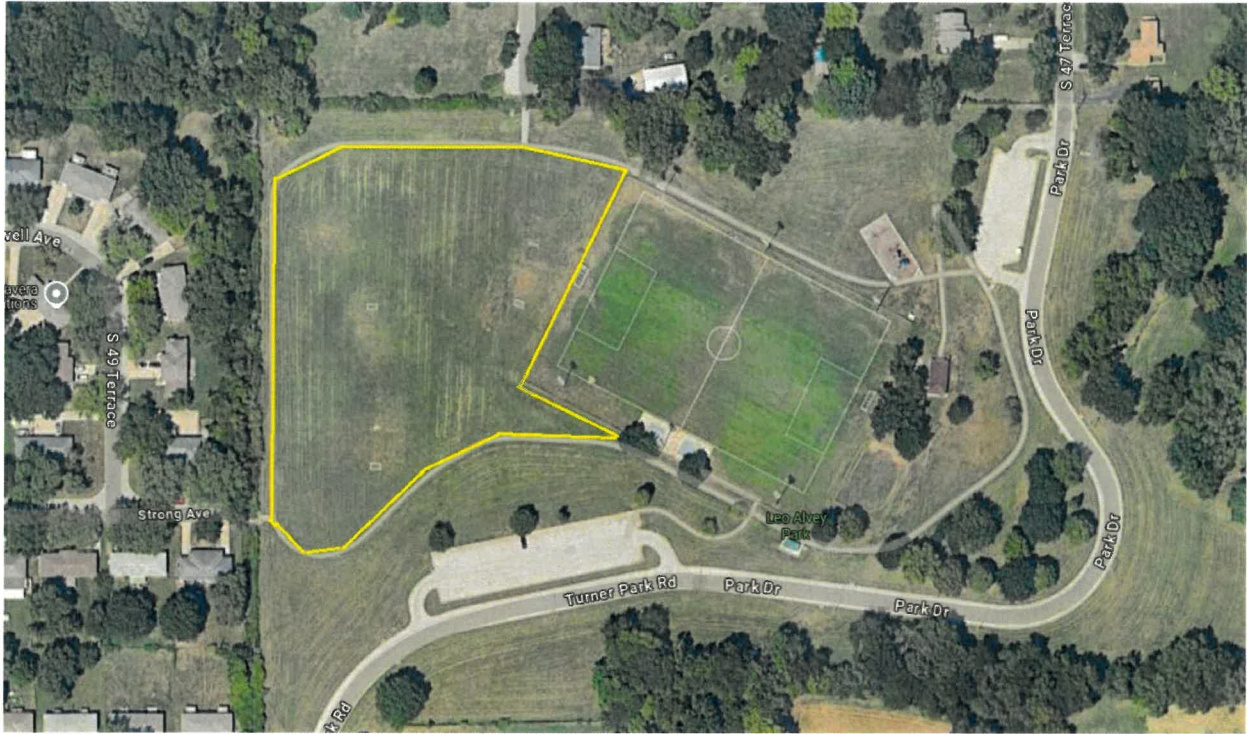


Adrian Roberson Field

1900 N. 9<sup>TH</sup> St.



Alvey Main Soccer Field  
4900 Metropolitan Ave.



Alvey Practice Soccer Field  
4900 Metropolitan Ave.



City Soccer Field

2601 Park Dr.



Clopper Field

3300 Powell Ave.



Quindaro Ball Field  
3345 Sewell Ave.



Rosedale Main Ball Field

4100 Mission Rd.



Rosedale Practice Ball Field

4100 Mission Rd.

**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,

***Mandatory General Contractual Provisions***  
***Updated 02/06/2025***

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,

***Mandatory General Contractual Provisions***  
***Updated 02/06/2025***

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

***Mandatory General Contractual Provisions***  
***Updated 02/06/2025***

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

***Mandatory General Contractual Provisions***  
***Updated 02/06/2025***

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:

***Mandatory General Contractual Provisions***  
***Updated 02/06/2025***

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,

***Mandatory General Contractual Provisions***  
***Updated 02/06/2025***

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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