

Department of Procurement & Contract Compliance



**BID #B42992
New Tow Truck**

Bid Issue Date: April 9, 2026



LEGAL NOTICE OF INVITATION FOR BIDS
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Project Name	New Tow Truck
Project ID No.	B42992
Bid Issue	Thursday, April 9, 2026
Bid Date	Wednesday, May 6, 2026
Questions Due	Friday, April 17, 2026, by 11:00 AM
Answers Due	Wednesday, April 22, 2026, by 5:00 PM
Contract Time	Thirty (30) Calendar Days
Estimated Value	[Bid]

Bids will be received until 8:45 a.m. on the above date, the Office of the Unified Government Clerk, Municipal Office Building, 701 North Seventh Street, Kansas City, Kansas, 66101. At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.

The Unified Government reserves the right to reject any or all bids. The Instructions to Bidders section of this Project Manual, below, contains additional requirements.

The Unified Government of Wyandotte
County/Kansas City, Kansas

MINIMUM SPECIFICATIONS AND REQUIREMENTS BID #B42992
New Tow Truck

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 accommodation 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.

General Requirements

- 1.1. All bids shall be submitted in DUPLICATE 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, May 6, 2026.*** 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. **Bids will be opened at 9:00am in the Commission Chambers located in the Lobby of the City Hall Building, 701 N. 7th Street, Kansas City, KS 66101.**
- 1.5. 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.
- 1.6. 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; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.7. 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.
- 1.8. 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
- 1.9. 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.

- 1.10. The bid shall include all costs associated with the purchase, including shipping, delivery, licenses, or any other costs associated with the sale of the products or performance of services.
- 1.11. 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: Arenis Montes, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to a.montes@wycokck.org. All Questions must be received no later than **11:00 A.M. Friday, April 17, 2026**.
- 1.12. 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.

2. 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, provided that nothing in this section shall be construed to abrogate the Unified Government's right to reject any and all bids as provided by section 1.6, above.
- 2.2. Nothing in this section shall be construed to create a right of action against the Unified Government for failure to make any award under this solicitation.

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, or Non-Profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Procurement (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 Arenis Montes; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.
5. Bidder agrees to be bound by the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, GENERAL CONTRACTUAL PROVISIONS, attached hereto as Exhibit A. Bidder understands that any exceptions to the General Contractual Provisions must be made explicit in its response to this solicitation and that the Unified Government reserves the right to deny any such exception and to decline award to any bidder on the basis of any exception.

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 July 31, 2027, with two (2) optional one-year renewals. 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 Claims.** Pursuant to Section 29-480 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor or 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.

7. Minimum Specifications

The Unified Government of Wyandotte County, Kansas City, Kansas is interested in receiving bids for a new tow truck for the Fleet Services Department.

The successful contractor shall be required to enter into a written contract with the Unified Government in a form provided by the Unified Government which contains all of the terms and conditions to be in full force and effect until the expiration of the contract.

The contractor must supply references, if requested, which may be used in the evaluation of the bids.

Service Specifications:

Contractors shall provide and install all parts and equipment as specified below. Contractor may submit a catalog or list of alternative options.

Model: 50-ton Heavy Duty Wrecker
Chassis: Class 8 Heavy Duty Truck

Standard Features:

- Dual Control Stations
- MMO Power Distribution System
- Hydraulic Pump
- Diagonal Rear Spades with Flipper Feet
- Tailboard D-Rings
- Safety Chain in Rear Pockets

- Air & Electric Hookup
- Power Elevation
- Power Extension
- 360 Sheave Head
- Cable Tie Backs
- Dual 2-Speed Planetary Winches
- Cable Tensioners
- Winch Air Free Spool
- Power Tilt
- Hydraulic Fold
- 3-Stage Design
- 14 FXN Wireless Remote Control with Low Profile 70 Pivoting Heavy Duty Fabricated Cross Bar
- Low Profile Fork Holders
- Nine (9) Sets of Cast Steel Forks
 - Short Axel Fork, 3" Short, 3" Medium,

3" Tall, 5" Short, 5" Tall, 6" Short Offset,
Round Axle Fork

- Pivoting Spring Lift Adaptors
- Chain Hook End Caps
- Aluminum Modular Body with Rubber Mounting Isolators
- LED Body Lighting
- LED Tool Compartment Lighting
- Gas Door Shocks
- Chrome Double Action Latches with Remote Lock/Unlock
- Adjustable Shelves
- Lift Fork Storage
- Chain Storage
- Tailboard Fork & Chain Storage
- Aluminum Tread-Plate Walkway
- Mud Flaps

Additional:

Base Configuration & Structural Components

- 38" Aluminum HD Tubular Pylon
- 48" Chain Rack
- 180" CB Tri Axle (Century)
- 48" Fork Holder Storage Kit
- 48" Saddle Box
- 48" Saddle Box Stainless Trim Kit
- Pass Through Box
- Century HD and CX/VX 10" CA Stainless Steel 3 Door Trim Kit
- 7 Drawer with Removeable Tray Tool Cabinet
- 36"/48" Attachment Storage Kit
- Chrome Strip Body Filler Kit HD
- 9055 Low Rider (143" Reach)
- Hydraulic Extendable Rear Outriggers
- Tailboard D-Rings
- 7035/9055 Stainless Tailboard Dressup Package

Rigging & Recovery Equipment

- Endless Loop Sling Kit
- Four (4) 8 Ton Evolution Snatch Block
- Comprehensive HD Chain Kit
- 2020 Quad Snatch Block Rack
- 20 Ton Spreader Bar Kit
- Spreader Bar Rigging Kit
- Spreader Bar Roller Mounting Kit (Single)
- U-Bolt Lift Attachments (Pair)
- Fold Down Bus Lift Storage System
- Shackle Kit
- Shackle Hanger Kit

Towing & Hitch Equipment

- Fifth Wheel Plate (required Pintle Hook)
- Pintle Hook Attachment
- Trailer Ball Attachment (requires Pintle Hook)
- Trailer Converter Ball Kit
- One (1) Pair of MCI Bus Lift Eye Attachments

Lighting & Safety Systems

Work & Task Lighting

- LED Work Lights – Lower 70 MM (Pair)
- LED Work Lights – Swivel 90 MM (Pair)
- LED Work Lights – Under lift (Pair)
- LED Work Lights – Upper 90 MM (Pair)

Marker & Signaling Lighting

- LED Flex Lamp Rear Marker Lights (Pair)
- Eleven (11) Millennium Marker Lights

Warning & Emergency Lighting

- LED Flashing Warning Door Light Kit
- Whelen Freedom IV 20-Hear WeCan LED Light Bar – 72"
- Four (4) Pairs of Whelen M6 Light Kit – Body
- Three (3) Pairs of Whelen M6v Series Light Kit – Body

Tow Lighting

- Wireless Tow Bar Light – 36"

Electronics & Control System

- Dual Reverse Camera System with Monitor
- Two (2) Tailboard Control Panels
- Additional Keypad
- Keypad & Wireless Remote (20-50 ton)

Mechanical Functional Systems

- Muncie Hot Shift PTO (MD/HD)
- Air Line Kit with Storage

Other Accessories:

- 25,000 lb. Tire Lift (50-75 ton)

The Offeror must include and clearly describe any additional fees, including but not limited to installation and tariff fees, in their bid.

8. Bid Deadlines and Delivery Instructions

Sealed bids must be address and delivered to: Bid #B42992 New Tow Truck, **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 May 6, 2026. Bid Deadlines and Delivery Instructions.**

Bids will be opened at 9:00 am in the Commission Chambers located in the Lobby of the City Hall Building, 701 N. 7th Street, Kansas City, Kansas 66101.

ATTACHMENTS:

Exhibit A – Unified Government of Wyandotte County/Kansas City, Kansas General Contractual Provisions
Attachment A – Signature Sheet
Attachment B – Bid Sheet

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EXHIBIT A

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

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, 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

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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 original, 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, 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.

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- 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 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 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,

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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:

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, 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

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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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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

