

# Department of Procurement and Contract Compliance

## REQUEST FOR PROPOSAL



**RFP R41390  
For  
“Tow Services”**

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**Article I. General Information**

**Section 1.01 Method of Source Selection**

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals (RPF) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

**Section 1.02 Purpose**

The Unified Government of Wyandotte County/Kansas City, Kansas, Police Department and Sheriff’s Office are accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of furnishing Tow Services for the Unified Government of Wyandotte Government of Wyandotte County/Kansas City, Kansas.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, and, firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, this encouragement does not infer preference, and all solicitations will be evaluated equally.

### ***Section 1.03 Existing Environment***

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

### ***Section 1.04 Required Review***

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

### ***Section 1.05 Protests and Appeals***

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

### ***Section 1.06 Inquiries - Clarifications***

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Arenis Montes Room 649, 701 North 7th Street, Kansas City, Kansas 66101, or email [a.montes@wycokck.org](mailto:a.montes@wycokck.org). All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

**Arenis Montes**  
**913-573-5279 phone**  
**913-573-5444 fax**

[a.montes@wycokck.org](mailto:a.montes@wycokck.org)

**Section 1.07 Amendments & Addenda**

Amendments and addenda will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government’s website at least three (3) days prior to the due date of the RFPs.

**Section 1.08 Alternate Proposals**

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

**Section 1.09 Implied Requirements**

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

**Section 1.10 Project Timetable & Contract Term**

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

<b>Proposed Project Schedule Date</b>	<b>Event</b>
<b>APRIL 10, 2025 9:00 AM CST</b>	<b>Distribution of RFP</b>
<b>APRIL 17, 2025 1:15 PM CST</b>	<b>Non-Mandatory Pre-Proposal Conference</b>
<b>APRIL 22, 2025 11:00 AM CST</b>	<b>Deadline for written questions from offerors</b>
<b>APRIL 24, 2025 4:00 PM CST</b>	<b>Deadline for answering questions from offerors</b>
<b>MAY 1, 2025 2:00 PM CST</b>	<b>Responses Due</b>
<b>TBD</b>	<b>Site Inspections</b>
<b>TBD</b>	<b>Notice of Award</b>
<b>TBD</b>	<b>Contract Start</b>

The length of the contract will be from the date of award and continue for a term length of six (6) years with the option of three (3) additional, one-year renewals. A Cost-Of-Living Adjustment (COLA) may be allowed for each extension year.

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Offeror shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

### **Section 1.11      *Proposals and Presentation Costs***

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

### **Section 1.12      *Disclosure of Proposal Contents***

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for requesting confidentiality.

### **Section 1.13      *Cooperative Procurement***

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

### **Section 1.14      *Independent Contractor Relation***

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall maintain total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

### ***Section 1.15 Determination of Responsibility***

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

### ***Section 1.16 Evaluation***

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

### ***Section 1.17 Equal Treatment***

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

### ***Section 1.18 Award***

The contract shall be awarded in whole or in part to the responsible offeror(s) whose proposal is determined to be the most advantageous to the Unified Government, with the possibility of issuing multiple awards, taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer

based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an protest is filed as described in the protest section 1.05

### **Section 1.19 Notification of Award**

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements."

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (*Form will be provided to the successful Offeror by the Unified Government*).

**Section 1.20      *Right to Reject Proposals***

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date, or may choose to negotiate with those submitting proposals.

**Section 1.21      *Mistakes in Proposals Discovered Prior to Award***

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

**Section 1.22      *Mistakes in Proposals Discovered after Award***

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

**Section 1.23      *Ownership of Reports, Drawings, Specifications, etc.***

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the property of the Unified Government upon finalization.

## **Article II. Standard Proposal Information**

### ***Section 2.01 Authorized Signature***

All proposals must be signed by an individual authorized to bind offeror to the provisions of the Request for Proposal. Proposals must remain open and valid for at least ninety (90) days from the opening date.

### ***Section 2.02 Pre-Proposal Conference***

A non-mandatory Pre-Proposal Conference will be held at **1:15 PM**, Central Standard Time, on **April 17, 2025**, in the 5<sup>th</sup> Floor Conference Room #515 at 701 N. 7<sup>th</sup> Street Trafficway, Kansas City, KS 66101.

The purpose of the Pre-Proposal Conference is to discuss the work to be performed with the prospective Contractors and allow them to ask questions concerning the RFP.

Contractors with a disability needing accommodation should contact the procurement officer prior to the date set for the Pre-Proposal Conference so that reasonable accommodation can be made.

### ***Section 2.03 Site Inspection***

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

### ***Section 2.04 Supplemental Terms and Conditions***

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

### **Section 2.05      *Discussions with Offerors***

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

### **Section 2.06      *Prior Experience***

Minimum of five (5) years of experience providing Towing Services, experience and qualifications will be part of the evaluation process for this RFP.

### **Section 2.07      *Evaluation of Proposals***

The Procurement Officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request for Proposal.

### **Section 2.08      *Contract Negotiations***

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

### **Section 2.09      *Failure to Negotiate***

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or

- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

## **Article III. Standard Contract Information**

### **Section 3.01 Contract Type**

This contract is a *firm fixed price* contract.

### **Section 3.02 Contract Approval**

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

### **Section 3.03 Proposal as a Part of the Contract**

Part or all of this Request for Proposal and the successful proposal may be incorporated into the contract by reference.

### **Section 3.04 Additional Terms and Conditions**

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

### **Section 3.05 Insurance Requirements**

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

Insurance Requirements

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror 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 insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror 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 Offeror’s negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

1. The “additional insured” provisions of the insurance policy shall read exactly as follows:

The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): "Request for Proposal R41390 Tow Services".

2. Cancellation Clause shall read exactly as follows:  
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number and title in the "miscellaneous" area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

### **Section 3.06      *Bid Bond - Performance Bond - Surety Deposit***

#### **(a) Bid Bond**

Offerors must obtain a bid bond and submit it with their proposal. The amount of the bid bond for this contract is **\$5000.00**. If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

#### **(b) Performance Bond**

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be equal to the entire dollar value of an offeror's offer for the full term of the contract. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. An offeror's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

#### **(c) Surety Deposit**

In lieu of a performance bond, an irrevocable letter of credit or cash may be substituted. The amount of the surety deposit must be **\$100,000.00**. Substitution of a surety deposit must be approved by the Purchasing Director prior to its submittal. An offeror's failure to provide the surety deposit within the required time will cause the Unified Government to reject the proposal.

### **Section 3.07      *Proposed Payment Procedures***

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the invoice and progress report have been approved by the Unified Government project point of contact.

**Section 3.08      *Informal Debriefing***

When the contract is completed, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the offeror.

**Section 3.09      *Contract Personnel***

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government project point of contact and/or designee. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

**Section 3.10      *Liquidated Damages***

The amount of actual damages will be difficult to determine. There will be no liquidated damages for this contract the performance bond will take the place of any liquidated damages.

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

**Section 3.11      *Contract Changes - Unanticipated Amendments***

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Unified Government point of contact for the project will provide successful offeror a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful offeror will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

**Article IV.      Required Contractual Terms and Conditions****GENERAL CONDITIONS**

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

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 or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
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 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 and Affirmative Action.**
  - 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 take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. 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 shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

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

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

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

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

If CONTRACTOR is adjudged bankrupt or insolvent;

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

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

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

If CONTRACTOR repeatedly fails to supply sufficient services;

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 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.

## **Article V. Background Information**

### **Section 5.01 *Background Information***

The Unified Government of Wyandotte/Kansas City, Kansas is a consolidated government serving all of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten (10) other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with an estimated population of 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

## **Article VI. Project Scope**

### **Section 6.01 *Scope of Work***

The overall objective(s) of this proposal is to provide 24-hour towing and storage services for the Unified Government of Wyandotte County/Kansas City, Kansas. Specific tasks of the objective include:

- a. Maintain 24-hour towing service for awarded zone in Wyandotte County.
- b. Provide a clean environmental controlled interior secured and exclusive storage for at least three or more automobiles.
- c. Provide a diagram of acreage and facilities outside storage and processing. Storage space must include at least two (2) acres of locked fenced hard-based surface.
- d. Provide internet access to tow company vehicle data base and alarm camera system.
- e. Provide data transfer in Microsoft word/excel PDF format.
- f. Contractor shall accept payment as follows for towing and storage services: cash, credit card, and certified funds.

The Unified Government may award to one (1) or multiple vendors for vehicle towing and storage services.

The Unified Government reserves the right to add additional Vendors to this agreement if it is deemed to be in its best interest. The Unified Government reserves the right to designate the zones if the contract is awarded to more than one vendor outlined in Attachment B of this request. Contractors are welcome to submit proposals for more than one zone; however, they will be required to meet the minimum specification outlined in this request. No overlapping of equipment or storage space will be allowed.

## **Section 6.02 Deliverables**

### **1.0 The Contractor will be required to provide the following deliverables:**

- a. Maintain 24-hour wrecker service.
- b. Arrive at accidents or to the place designated by the dispatcher in the Communications Division or other designated representative within a reasonable time after having been notified to do so.
- c. Deliver the wrecked or disabled vehicle to its storage facility or such place as designated by the owner or person in charge of the vehicle.
- d. When directed by law enforcement personnel at the scene, temporarily remove vehicles which are creating a traffic hazard to a side street or other place as directed by the officer.
- e. Completely remove from the site of an accident all resulting wreckage or debris, including broken glass, which remains in the street, but excluding truck or vehicle cargoes, before leaving the site.
- f. Respond to any location deemed necessary in the discretion of the Police, Sheriff, or Neighborhood Resource Center to remove and/or retrieve vehicles or other items.
- g. Contractor's place of business for towing and storage must be located in Kansas City, Kansas/Wyandotte County Area.

### **2.0 Every Contractor shall maintain a computerized record system approved by the Unified Government and shall furnish each vehicle owner an invoice with an itemized list of expenses incurred on each vehicle. Each invoice shall contain the following information:**

- a. Name, address, and telephone number of the Contractor.
- b. Name and address of the vehicle owner as provided by the investigating officer.
- c. The location of the accident, if applicable.
- d. The place to which the vehicle was towed.
- e. The license number of the vehicle/ or vehicle identification number (VIN)
- f. An itemized list of the services performed, charges for each, and the total charges.
- g. A place for the signature of the owner or driver of the vehicle authorizing the tow.

### **3.0 Contractor must maintain regular office for keeping records of stored vehicles at the storage location Monday – Friday 8:00-5:00 and Saturday 8:00 – 12:00.**

- 4.0 All wreckers used under this contract must be inspected for mechanical efficiency and properly registered yearly and meet all state requirements.
- 5.0 **Contractors must own and/or lease the following vehicles with the listed equipment:**
- a. Four operable wreckers:
    - Four (4) of the wreckers must be one (1) ton vehicles, one of which shall be a rollback.
    - Wreckers shall be equipped with a power-operated winch line and boom with a factory-crafted lifting capacity of not less than five thousand pounds, single line capacity, shall carry, as standard equipment, two-way radio, dolly, cycle sling or trailer, tow bar, safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, flags, and flares, and shall be clearly marked with the name and address of the licensee.
  - b. Additional equipment requirements:  
Contractor must own, lease, or subcontract sufficient equipment for the towing of large trucks, trailers and large buses such as tandem axle low trucks or subcontract for such towing services. Each contractor who is leasing or subcontracting for said equipment shall provide copies of agreements.
  - c. All equipment specified shall be available for inspection at any time.
- 6.0 **Storage Facilities:**
- a. Tow company(s) agree to provide a live access camera monitoring system (FUSUS or similar technology approved by KCKPD) by incorporating/adding such technology. If it's FUSUS which is the technology we currently have, we will provide the technology which is a "box" router that streams the camera to our Real Time Intelligence Crime Center.
  - b. Outside storage and processing: Storage space of two (2) acres at an exclusive location or locations within Wyandotte County, Kansas City Kansas, must be equipped with an alarm system for storage building and storage lot, and well illuminated in accordance with the requirement of the Unified Government. This space must be fenced and locked, have a hard-based surface, and be accessible by vehicles. The space Proposed lots must be zoned M-3, Heavy Industrial District. Only vehicles towed according to this agreement may be stored in this exterior space.
- 7.0 Monthly and daily towing and storage reports shall be provided to the designated UG departments in a form provided by the Unified Government.
- 8.0 **Impounding of vehicles by Police and Sheriff's Department:** The tow companies must tow to the CSI lab when there is a hold for processing. The tow will be called to tow the cars from the CSI lab to their respective lots when processing is complete. Contractor will not charge a storage fee for vehicles which have been held for processing by the CSI Unit of the Police Department or the Sheriff's Department nor shall the authorized Contractor release said vehicles until the release has been signed by a designated representative of the Police Department or Sheriff's Office. Towing fees will not be charged for vehicles impounded and towed for purposes of the Unified Government, except in incidents involving the tow of a vehicle reported stolen. Storage fees shall be allowed once the vehicle is released by the Police Department or Sheriff's Office and written notification is given to the last known owner of the vehicle. Said storage fees shall begin to accrue three (3) days after the date the written

notification is mailed to the last known owner of the vehicle. Contractor is limited to charging half of the approved towing fee on vehicles reported stolen OR with written notice by the Sheriff's Office or the Police Department:

**9.0 The Sheriff or the Chief of Police, or their designee has the authority to waive towing/storage fees when:**

- 9.1 **The car was towed as a result of an Agg. Robbery.**
- 9.2 **The car was towed as a result of an Agg. Burglary.**
- 9.3 **The car was towed as a result of a Homicide.**
- 9.4 **The car was towed as a result of a Rape.**
- 9.5 **The car was taken without the owner's permission and the car was used in a crime.**
- 9.6 **The owner was not contacted by the tow company or the police department for unknown reasons.**
- 9.7 **Only the Sheriff or the Chief of Police has the authority to release any vehicle for any reason.**

**10.0 Sale of Impounded Vehicles:** Tow companies shall have a possessor lien on any vehicle for the cost incurred in towing or storing said vehicles and for such additional charges as authorized by this contract. Contractors must comply with statutory requirements of K.S.A. 8-1101, et.seq. regarding said liens and shall indemnify and defend the Unified Government for any claims arising out of the foreclosures of possessor's liens.

**11.0** The Contractor shall not conduct auto salvage operations at the same site or location of the auto storage facilities required by this contract and no motor vehicle towed pursuant to this contract shall be salvaged or parted out unless purchased at public auction.

**12.0 Response Times:**

- Daytime (7:00 a.m. – 7:00 p.m.), seven (7) days a week.  
Response time: 15 minutes
- Nighttime (7:00 p.m. – 7:00 a.m.), seven (7) days a week.  
Response time: 20 minutes
- Large vehicles service response: Normal day or night response plus 30 minutes

**13.0 Performance Standards:**

- Ninety percent (90%) of all calls referred will be answered within the response time limits specified in Section 11.0
- Not more than ten percent (10%) of the calls will be answered within an additional ten (10) minutes, day or night.
- No response will be later than 25 minutes
- Towing of more than one (1) vehicle with each wrecker at one time shall be prohibited. When more than one (1) wrecker is ordered, the number of wreckers ordered shall respond
- When a specific request for a rollback is made, the Contractor shall provide said rollback in a timely fashion. The Unified Government reserves the right to request a rollback from a different Contractor

- 14.0 **Contractor Employees Performance:** Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor’s employees should be trained to be customer-service oriented and to interact with citizens positively and politely when performing contract services. Contractor’s employee should be clean, courteous, efficient, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Chief of Police determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.
  
- 15.0 **Employee Background Checks:** The Unified Government reserves the right to conduct background and criminal history checks on all tow company employees. Based on the background check the Chief of Police or Sheriff may request that a particular employee not be allowed to handle Unified Government tows.
  
- 16.0 **Termination:** If the Contractor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such contract may be terminated, cancelled, 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, cancelled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.
  
- 17.0 **Payment:** The Contractor shall except payment from the public in the following form,  
  
 Cash, Credit Card, and Certified Funds

**Article VII. Proposal Format**

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE ATTACHMENT A.**

Offeror **must** submit a complete copy of its response in the following format: One (1) **unbound** proposal labeled ‘Original’ and Eight (8) **unbound** proposals labeled ‘Copies,’ along with a flash drive in .PDF format. Binder clips may be used to secure both the original and copy proposals.

Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelop or a sealed box and labeled with the Proposal Number and name (see label below). If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application , they must be submitted in Microsfot Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

**ALL PROPOSALS MUST BE RECEIVED AND TIME STAMPED IN THE OFFICE OF THE UNITED CLERK, MUNICIPAL OFFICE BUILDING NO LATER THAN THE DATE AND TIME LISTED IN SECTION 1.10, PROJECT TIMETABLE, PG.6. LATE PROPOSALS WILL NOT BE CONSIDERED.**

**Proposal – RFP “R41390 Tow Services”**

**Seven (7) Copies and One (1) Original of your proposal and supplementary material should be submitted to:**

**Office of the Unified Clerk, Municipal Office Building  
701 North 7th Street, Suite 323  
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the Offeror's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Offeror's shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

**Below is an example of the information required on your Proposal package.  
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS  
Attn: Unified Government Clerks Office  
701 N. 7th Street, Room 323  
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL  
TOW SERVICES

RFP 41390  
OPENING DATE/TIME:  
May 1, 2025 at 2:00 PM CST

### **Section 7.01      *Proposal Format and Content***

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

### **Section 7.02      *Electronic Filing Requirements***

If Offeror has not previously done so, you should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Arenis Montes at 913-573-5440. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site at the link above.

### **Section 7.03      *Introduction***

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

### **Section 7.04      *Understanding of the Project***

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### **Section 7.05      *Methodology Used for the Project***

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

**Section 7.06 Experience and Qualifications**

Offeror must provide the following:

1. An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.
2. A narrative description of the organization of the project team which is to include experience in Tow Services in governments similar in size and nature to the Unified Government, including prior experience and reputation of company and person(s) assigned to perform services.
3. A personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:
  - a. Title
  - b. Resume,
  - c. Location(s) where work will be performed, and
  - d. Estimated itemized total cost and number of hours the person will work on the project.
4. Reference names and phone numbers for at least three (3) similar local government projects your firm has completed in the last three (3) years.

**Section 7.07 Cost Proposal**

Offeror’s cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract.

**Article VIII. Evaluation and Selection**

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

**(a) Understanding of the Project 30 %**

Proposals will be evaluated against the questions set out below.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the services outlined in this RFP (other than equipment)?
2. How well has the offeror identified pertinent issues and potential problems related to the project?

3. How well has the offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?

**(b) Methodology Used for the Project— 25%**

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the service requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. To what extent does the offeror already have the equipment, and licenses necessary to perform the contract?
3. How well does the management plan illustrate the lines of authority and communication?
4. Is the proposal submitted responsive to all requirements in the RFP?
5. How well have any potential problems been identified?

**(c) Experience and Qualifications— 25%**

Proposals will be evaluated against the questions set out below.

*Questions regarding personnel and Equipment.*

1. Do the individuals assigned to provide this service have experience on similar services?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in this service?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. Equipment available to meet or exceed minimum specification outlined.

*Questions regarding the Company:*

1. Does the company have experience in providing tow service for governments of similar size?
2. Has the Company provided letters of reference from previous clients?
3. How financially stable is the Company?

**(d) Contract Cost— 20%**

## PRICING PAGE

### Fees for Wrecker Service and Vehicle Storage:

- a. The charge for towing of automobiles, vans and pickup trucks from one point on a street to the Contractor's wrecker services storage facility shall not exceed \$\_\_\_\_\_. No additional charge will be assessed for the use of a wheel lift tow truck.
- b. The charge for towing motorcycles shall not exceed \$\_\_\_\_\_.
- c. The charge for the dolly service authorized by the towing officer used in towing wrecked or dismantled vehicles shall not exceed \$\_\_\_\_\_, in addition to the tow service charge.
- d. Waiting time, when required by a police officer at the scene of an accident, shall not exceed \$\_\_\_\_\_ per quarter hour or any part thereof after the wrecker has been at the scene of the accident twenty (20) minutes.
- e. The storage fees at the Contractor's facility shall not exceed \$\_\_\_\_\_ per day. The storage fees shall be computed on a 24-hour basis. The storage fee for a tractor shall not exceed \$\_\_\_\_\_ per day and the fee for a tractor-trailer shall not exceed \$\_\_\_\_\_ per day. If the vehicle is stored a total of less than 12 hours, an amount equal to one-half of the one day storage fee shall be charged.
- f. No fees shall be charged for the following:
  - No fee shall be charged to a victim of any crime.
  - The towing of Unified Government vehicles under a G.V.W.R. of 10,000 pounds
  - Vehicles ordered released after hearing before the Municipal Court of Kansas City, Kansas, with all fees collected prior to the hearing being refunded if the court orders
  - Vehicles towed solely for investigatory/evidentiary purposes of the Police, Sheriff, NRC, or Fire Department.
  - Accessory service such as drive shaft removal or shifting linkage disconnection and reconnection, opening doors, or changing wheels or tires, or the use of rollbacks
  - Towing of Unified Government owned vehicles when towed from a location within a 30-mile radius of the County limits
- g. The standard winching fees for removal and extrication of wrecked automobiles from ditches, ravines and rollovers and other difficult situations shall not exceed \$\_\_\_\_\_ per wrecker for each one-quarter hour or any part thereof.
- h. The standard tow fees for large trucks, tractor trailers and large buses that require the use of the largest tandem axle tow trucks shall not exceed \$\_\_\_\_\_ plus \$\_\_\_\_\_ per hour labor charge per tow within the Wyandotte County limits. Winching fees for the use of this heavy-duty wrecker in extrications and rollovers shall not exceed \$\_\_\_\_\_ per hour per wrecker.

**COOPERATIVE PROCUREMENT AND PURCHASING CARD PAYMENTS:**

This section is optional, it will not affect award.

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

- 1) If Wyandotte County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES\_\_\_\_\_ NO\_\_\_\_\_

INITIALS: \_\_\_\_\_

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the RFP or contract unless they are specifically named in the Request For Proposal.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The principal contracting officer (PCO) is responsible for handling the solicitation and awarding the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Purchasing Administrator, Unified Government of Wyandotte County/Kansas City, Kansas.
- 6) Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**RFP R32916  
"Tow Services"**

**PROPOSAL FORM**

**AUTHORIZED SIGNATURE**

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of   90   days.

Authorized Representative:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Kansas City, State, Zip:

\_\_\_\_\_

SSN or Federal ID Number:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

FAX Number:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

**Article IX.     Attachments**

- 1) Attachment A – Intent to Self Perform**
- 2) Attachment B – Tow Zones**
- 3) Attachment C – Performance Bond**
- 4) Attachment D – Bid Bond**

# Attachment A Intent to Self-Perform

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Bidder agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Sign \_\_\_\_\_

Date \_\_\_\_\_

Attachment B  
Unified Government Tow Zones:

	<b>Zone "A"</b>	<b>Zone "B"</b>
<b>North</b>	City Limits	City Limits
<b>South</b>	County Line / City Limits	County Line / City Limits
<b>East</b>	State Line	Interstate 635
<b>West</b>	Interstate 635	City Limits

# **Attachment C**

## **Performance Bond**

# **Attachment D**

## **Bid Bond**